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BEFORE

**EDWIN H. BENN, NEUTRAL ARBITRATOR AND CHAIRMAN
JOHN P. SCHMIT, CITY APPOINTED ARBITRATOR
HOBART ROGERS, UNION APPOINTED ARBITRATOR**

FILED

In the Matter of the Arbitration

between

CITY OF SPRINGFIELD, ILLINOIS,

and

**POLICEMEN'S BENEVOLENT AND
PROTECTIVE ASSOCIATION, UNIT
No. 5.**

MAY 14 1990

Police Interest Arbitration

Case No.: S-MA-89-74

OPINION AND AWARD

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I. INTRODUCTION

This matter consumed 11 volumes of testimony totaling 1597 pages, over 200 exhibits and presented 19 issues for resolution by this Board. After the parties filed expertly prepared briefs and replies and, after consideration of the argued positions, we now issue our award in this matter.

II. DISCUSSION

A. NON-ECONOMIC ISSUES

1. Arbitration Or Civil Service For Review Of Discipline

The Union seeks to implement a procedure for review of disciplinary matters giving the affected employee the option of having the disciplinary action reviewed by the Civil Service Commission or through binding grievance arbitration. The City seeks to retain the provisions in Article 14.2 of the prior Agreement providing for exclusive review by the Civil Service Commission for disciplinary actions in excess of five days. Specifically, the changes sought by the Union are as follows¹:

14.2 Jurisdiction of Civil Service Commission and Disciplinary Review Board:

(A) Disciplinary charges seeking an officer's termination or suspension in excess of five (5) days are subject to the ~~exclusive~~ jurisdiction of the Civil Service Commission, or the grievance procedure hereof, at the officer's option, provided that the officer must elect to pursue the grievance procedure prior to requesting a Civil Service hearing. Conversely, if the officer elects to request a Civil Service hearing, the arbitration step hereof shall be deemed waived.

(B) Disciplinary charges seeking a second (2nd) suspension within a six month period of time are subject to the ~~exclusive~~ review jurisdiction of the Civil service Commission, or the grievance procedure hereof, at the officer's option, provided that the officer must elect to pursue the grievance procedure prior to requesting a Civil Service hearing. Conversely, if the officer elects to request a Civil Service hearing, the arbitration step hereof shall be deemed waived.

(C) Suspensions of five (5) days or less not subject to the possible review jurisdiction of the Civil Service Commission are within the exclusive review jurisdiction of the Discipline Review Board or the grievance procedure hereof, at the officer's option.

In pertinent part, § 8 of the IPLRA provides:

The collective bargaining agreement negotiated between the employer and the exclusive representative shall contain a grievance resolution procedure which shall apply to all employees in the bargaining unit and shall provide for final and binding arbitration of disputes concerning the administration or interpretation of the agreement unless mutually agreed otherwise.

Since the parties have not “mutually agreed otherwise”, the language “*shall* provide for final and binding arbitration of disputes concerning the administration or interpretation of the agreement” [emphasis added] determines this question and requires the expansion of the right to arbitration as sought by the Union.

The City’s arguments do not dictate a different result. *City of Decatur v. American Federation of State, County, and Municipal Employees, Local 268*, 119 Ill.Dec. 360, 122 Ill.2d 353, 522 N.E.2d 1219 (1988) does not require a rejection of the Union’s position. *City of Decatur* presented the question of whether the subject of binding arbitration had to be bargained over. The Court found in the affirmative, but, in language relied upon by the City (City Reply at 2-3) stated, 119 Ill.Dec. at 366:

Our ruling does not mean that the city must agree to the union’s proposal on this, or any other, subject. The duty to bargain collectively does not require a party to reach a particular agreement or make a particular concession; the parties may pursue their views to impasse.

The specific question in *City of Decatur* “concerns the scope of *bargaining* required by” the IPLRA. 119 Ill.Dec. at 361 [emphasis added]. That is not the question in this matter. The parties have already bargained. They have “pursue[d] their views to impasse.” *Id.* at 366. The question here is, now that the parties are at impasse and utilizing the impasse procedures required by § 14 of the statute, which position prevails? The City is correct (City Reply at 2) that the duty to bargain “does not require the City to agree to the Union’s proposal on this” But while the parties may be at odds concerning the mechanics of the arbitration procedure, which is fair game for the bargaining process, the statute requires that the process itself be present.² Given the statutory mandate in § 8 for

² For example, the parties negotiating a contract may be unable to agree upon the method of implementing the dispute resolution procedure. The parties may disagree on time limits, steps, methods for arbitrator selection, etc. In *Will County Board and Sheriff of Will County* (Nathan, 1988), discussed *infra*,

"arbitration of disputes concerning the administration or interpretation of the agreement", the Union's proposal to extend arbitration for review of disciplinary matters in excess of five days is therefore required.³

This conclusion is not one of first impression. In *The City of Markham Illinois*, S-MA-89-39 (Larney, May 15, 1989), the union's proposal for a similar option for review of discipline through arbitration or through review by the fire and police commission was adopted. Arbitrator Larney noted (*id.* at 19):

... [T]he effect of the Union proposal here is to maintain the jurisdiction of the [Fire and Police Commission] but to do so on a side-by-side basis with the contractual grievance-arbitration procedure so as to permit the bargaining unit employee a choice as to which forum he/she prefers to seek redress of his/her claim(s). Such a democratic approach is not uncommon as evidenced by the 21 collective bargaining agreements entered into between police unions and other Illinois municipalities that provide for the election on the part of the bargaining unit employees to redress disciplinary actions either through the contractual grievance-arbitration procedure or through the statutory procedures of a Fire and Police Commission ...; and as further evidenced by the 12 collective bargaining agreements entered into between unions representing firefighters and other Illinois municipalities that provide for the same choice.

Nor is the concept proposed by the Union foreign to the City. The most recent Firefighters contract provides the kind of choice sought by the Union.⁴

The City's reliance upon *Will County Board, supra*, (City Reply at 3-4) is not persuasive. Instead, *Will County, supra*, supports the Union's position. *Will County* presented a set of facts where the employer sought to change the grievance process, which included arbitration, to a civil service type system excluding arbitration as opposed to the

Arbitrator Nathan observed, *id.* at 56 n. 20 [emphasis in original]:

The law requires a grievance/arbitration procedure for *all* contract disputes. Of course the terms of that procedure are a different matter. Procedural limitations are always negotiable. Substantive jurisdiction arises as a matter of law.

³ The parties have already adopted the concept of "just cause" as the standard for review of disciplinary matters. See Article 14.1(A) of the prior Agreement.

⁴ See City Exh. 92 at Article 4.8, p. 13:

... Disciplinary suspensions in excess of five (5) days as referenced above or discharge, may be subject to the exclusive jurisdiction of the Civil Service Commission or to the grievance provisions of this Contract at the option of the disciplined employee as to which appeal procedure (Grievance Arbitration or Civil Service Commission) the employee may select.

A similar option is found in the City Water, Light & Power's contracts with the Machinists (U. Exh. 42 at Article XI, p. 21) and the Firemen and Oilers (U. Exh. 66 at Article XI, pp. 40-41).

instant situation which seeks to expand the ability to have arbitration as a review of discipline. *Id.* at 15, 20-21. Arbitrator Nathan rejected the attempt stating at 56, 64-65 [emphasis in original]:

As we interpret Section 8 of IPELRA, unless there is some exclusion mandated by law, or the parties otherwise mutually agree, the Agreement must contain a grievance and arbitration procedure covering *all* disputes concerning its administration or interpretation. Section 8 provides no exceptions.

* * *

The law requires a grievance/arbitration procedure for *all* contract disputes.

* * *

... [A]s we interpret Section 8 of IPELRA, absent mutual agreement there is no legal basis to carve out jurisdictional exceptions to the grievance procedure.

It was in the context of the employer's desired change *away* from the statutory requirement for arbitration to a civil service type system in contravention of the statute that Arbitrator Nathan referred to the standard that "in interest arbitration when one party seeks to implement entirely new benefits or procedures (as opposed to merely increasing or decreasing existing benefits) or to markedly change the product of previous negotiations, is to place the onus on the party seeking the change." *Id.* at 50. That analysis is not applicable where, as here, the statute *requires* the change.

In this context, the fact that the Union could point to no specific problems with the present system is immaterial.⁵ While ordinarily the inability of the party seeking to make the change to demonstrate need for the proposed change carries great weight (*see, e.g.*, discussion *infra* at II(A)(2) concerning position posting), the statutory requirement for inclusion of arbitration supersedes that kind of consideration. Similarly, the parties' arguments concerning the standards utilized by arbitrators and the Civil Service Commission and review of the same; fairness of the hearing procedures; potential biases or

⁵ Union President David Hypke testified (Tr. II at 6):

Q. So, you don't have a sense from your membership of any specific dissatisfaction with Civil Service Commission?

A. No.

lack thereof of Commission members; authority of the Commission and an arbitrator; and similar contentions (U. Brief at 4-19; City Reply at 4-10) are likewise insufficient. The statute requires arbitration for "disputes concerning the administration or interpretation of the agreement", or, as Arbitrator Nathan stated in *Will County, supra* at 56, arbitration "covering all disputes" The Agreement must therefore have such a procedure.⁶

Only the Union offered a specific language proposal for an arbitration procedure concerning the changes it sought. Understandably, in light of the City's position that no changes were required, the City offered no proposed language. Inasmuch as we have found that arbitration must be extended to all forms of discipline, we shall remand the negotiation of the details of such a procedure to the parties for a period of two weeks (or for any greater period mutually agreed upon). Given the all or nothing positions taken by the parties on this non-economic issue, we do not believe the bargaining process has had the opportunity to run its course. Absent agreement on specific terms for expansion of arbitration to cover all disciplinary matters, this Board shall formulate that procedure.

2. Position Posting

As set forth in Jt. Exh. 3, the Union seeks the following changes in Article 16:

POSITION POSTING

16.1 Posted Positions:

It is recognized by the parties that in conducting the normal operations of the Department there are positions (assignments) which must be filled in the Department. Positions (i.e., officers assigned as or performing the function of) presently subject to the requirements of position posting under the terms of this Article are:

Field Training Officer
~~Alternate Field Training~~
Officer

Hostage Negotiations Team
Evidence/Property Officer
Crime Prevention Officer

⁶ Although framed as a non-economic matter, the question of extending the right of grievance arbitration has cost implications. See testimony of Budget Analyst Michael Wygal, Tr. VI at 125 ("Another [factor]... I know you may be getting tired of hearing this -- is the cost that's involved."). That cost factor does not appear as significant as asserted due to the parties' present agreement to amend Article 6.7 to provide for a "loser pay" concept of assessing arbitration costs. See Jt. Exh. 2 at 4 ("The fee and expenses of the arbitrator and associated costs of the court reporter and the arbitrator's transcript, if any, shall be borne by the losing party.").

Canine Officer	Detective (Investigations
Mounted Patrol Officer	Section)
Traffic Officer	Detective (Juvenile Section)
Emergency Response Team	Evidence Technician
Training Academy Officer	<u>Towing Section Officer</u>
<u>Hit and Run Officer</u>	<u>Any Sergeant's or Lieutenant's</u>
	<u>Position</u>

Whenever a vacancy occurs in one of these provisions and whenever any new position (assignment) is created, notice of such vacancy shall be posted.

16.2 Posting Requirements:

Notice of a vacancy in the above listed positions shall be posted on appropriate Department bulletin boards for a period of fifteen (15) calendar days. A copy of such posting shall also be forwarded to the PBPA Secretary. The posting shall set forth the title of the position, a description of the job duties, responsibilities and additional benefits, if any. The posting shall also include those qualifications, skills and experience necessary to be considered for the position.

16.3 Method of Selection

If a test or an oral interview is given to determine qualifications of the applicant for the position, the Department and the PBPA shall first agree upon a uniform, standard format and "eligibility score". All applicants who reach or surpass the established "eligibility score" shall be deemed to be qualified for that position.

In any situation when more than one officer applies for the vacancy, seniority shall be given primary consideration in the selection where qualifications are relatively equal in a posted position, the most senior candidate shall be appointed unless a less senior candidate possesses demonstrably more superior qualifications.

16.4 Probationary Period For Positions:

The Department may prescribe a reasonable probationary period, not to exceed six (6) months for the position set forth in section 16.1 of this Article. If in the opinion of the Department, during that period the Officer fails to perform satisfactorily the duties of the position, the Department shall have the option of continuing the Officer in that position or returning him to his original position without loss of seniority.

16.5 Application Procedures:

Applications for the positions set forth in Section 16.1 of this Article shall be provided by the Department. Each application shall be made out in triplicate and all three documents delivered to the Deputy Chief, Administrative Services Division. The Deputy chief of Administrative Services shall date and time stamp all three documents and retain the original for the Department, give a copy to the applicant and forward one copy to the PBPA Secretary.

16.6 New Positions:

Whenever a new position is created, the PBPA will be notified of the duties and responsibilities of the job for the purposes of collective bargaining.

The Union states that the current Article 16.6 delays collective bargaining over new positions which may be created during the term of the Agreement and, in this proceeding,

the Union "seeks to eliminate this language and address the problem" (U. Brief at 19). The Union argues that it is unreasonable to expect that meaningful bargaining can occur with respect to a proposal to fill a newly created position because such bargaining would prevent the City from posting and filling the position in an expeditious and efficient manner. The Union seeks a provision that requires the posting and bidding of new positions like other positions which are presently posted.

The standard which we earlier found inapplicable (*supra* at IIA(1)) in the analysis of the Union's request for inclusion of arbitration over all disciplinary matters is applicable to this proposal. The statutory requirements present in that discussion are not present here. Where one party seeks to change the product of previous negotiations, the onus is on the party seeking the change. Here, the Union has not met that burden.

The City correctly points out that the Union has offered no evidence that the existing language has caused problems. The Union's arguments are based more in theory than upon actual shortcomings of the current system. For example, the Union seeks to redress perceived inequities imposed by Article 16.3's references to "consideration in the selection where qualifications are relatively equal" arguing that no deference to seniority exists by virtue of that language. However, the Union fails to show that, in fact, that language operated to the detriment of bargaining unit members. Union President Hypke testified (Tr. II at 15-17):

Q. Has anyone filed a grievance on any of the decisions that have been made that you are aware of?

A. No.

* * *

Q. ... I am saying that if there was dissatisfaction with a particular section where somebody said ["I am not relatively, I guess it's not relatively equal"], did you advise them they couldn't file a grievance?

A. If they would pose that scenario?

Q. Yes.

- A. No, I wouldn't advise them they couldn't file a grievance.
- Q. Has anybody ever posed that scenario to you?
- A. No.
- Q. If they did pose that scenario to you, you would tell them that they could file a grievance?
- A. That they thought they were equal to another candidate, certainly.

Thus, Hypke's testimony shows that the problem has never really surfaced and if it did, an avenue for relief exists under the current language to redress an objectionable selection.

Given the applicable standard and the lack of evidence showing why a change is necessary and further taking into account the City's arguments against the proposed changes, the system must remain in its current form. First, as shown by Deputy Chief Rick Walton (Tr. VII 17-19, 35-41), the Department has no way of knowing what new positions it might need to create in the future and further has no way of knowing what functions those positions might require. Indeed, because of the nature of police duties, an officer's safety may depend upon the fact that the public and even members of the bargaining unit not know the individual's identity. To be required to post bids for all jobs may well compromise the very safety of an officer if undercover or covert assignments are involved. Under the present system and in particular under Article 16.6 and within the confines of other sections of the Agreement, the City is required to notify the Union for the purposes of bargaining and, in that process, individual concerns can be addressed.

Second, with respect to Article 16.3, the Union seeks to insert the requirement that aside from having to agree upon a uniform standard eligibility score, agreement must also be reached upon a "format" for tests and oral interviews. Again, no substantial reasons have been offered by the Union to justify a change providing for that inclusion.⁷

Third, with respect to the Union's proposal to change the provisions of Article 16.3

⁷ In reaching this conclusion, it is unnecessary to address the City's argument (City Reply at 13) that "such are matters of inherent managerial policy and therefore not mandatory subjects of bargaining under Section 1604 of IPLRA".

concerning the treatment of seniority, it is not clear that the changes sought are necessary to accomplish the Union's goal to give greater emphasis to seniority as a determining factor. As the City concedes (City Reply at 14), "the current language provides that seniority is the *determining* factor, not just a factor, where qualifications are relatively equal" [emphasis in original]. If the Union's goal is to eliminate perceived favoritism (U. Brief at 21), then it has failed to show that the current language is incapable of accomplishing that end. As earlier noted, Hypke's testimony indicates that a route exists under the current language for resolution of that kind of allegation. But again, and foremost in this analysis, the Union has presented no evidence that, in fact, the current language operates to the detriment of otherwise qualified employees.

Therefore, the Union's request to make changes in Article 16 is denied. However, in doing so, we note that the City is in agreement to "include both the Towing Officer and Hit and Run Officer positions in the list of positions requiring posting" (City Reply at 12). *See also* Tr. I at 155. In light of that agreement, the list in Article 16.1 shall be expanded to include those two positions.⁸

B. ECONOMIC ISSUES

1. The Standards

The statutory provisions governing the economic issues are found in § 14 of the IPLRA:

(g) ... As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h). * * *

(h) Where there is no agreement between the parties, ... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.

⁸ The City also states that it "made a proposal concerning Sergeants and Lieutenants" (City Reply at 12). Given the context in which the offer was made (i.e., the offer made by the City was not as broad as that sought by the Union in that the Union desired position postings for all positions), we shall not include the terms of that proposal in the list of positions.

(2) Stipulations of the parties.

(3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

This Board's role in this proceeding and the forces that are at play in an interest arbitration are aptly described by Arbitrator Raymond McAlpin in *Fulton County Board and Fulton County Sheriff, S-MA-87-35* (1987) at 12:

... [I]t falls to the Arbitrator to determine what is fair and equitable in this circumstance. The statute provides that the Arbitrator must pick in each area of disagreement the last best offer of one side over the other. ... [T]he Arbitrator must find that either the Fulton County Board's or the Fulton County Sheriff's or the Union's position is the most fair and equitable position among the three proposed. I use the term most "equitable" because I suspect that in many, if not all, of last best interest arbitrations, truth and justice do not lie exclusively with one side or the other; and since the arbitrator is precluded from fashioning a remedy of his choosing, he must by Statute choose that which he finds most equitable under all the circumstances. The Arbitrator must base his decision on a combination of 8 factors contained in Chapter 48, Par. 1614 (h)(1-8) of the Ill. Rev. Stat. 1985.

By statute, no one factor predominates over another. The decision making process requires a weighing and balancing of the factors on each issue. In the following discussion, comparables and ability to pay are treated independent of the individual issues since those factors are common to several of the questions before us. The factors chosen for discussion are those mainly focused upon by the parties in their arguments.

2. The Comparables

The parties agree that for purposes of comparisons under § 14(h)(4)(A), Bloomington, Champaign, Urbana, Peoria, Rockford and Normal, Illinois are comparable communities when compared to Springfield (Jt. Exh. 5 at 3). The Union (over the City's objection) also seeks to make comparisons with Aurora, Elgin and the Illinois State Police (*id.*).⁹ The City also seeks to make comparisons with Decatur, which comparison is contested by the Union.

After consideration of the parties' arguments, we reject the inclusion of Aurora, Elgin and the State Police as argued by the Union. We further agree with the City's position that Decatur should be included in the list of comparables.

Aurora and Elgin are too closely contiguous to the Chicago metropolitan area and hence, too intertwined with that economy to be reliable comparables for a down state community such as Springfield.¹⁰ As found in *City of Decatur, Illinois*, S-MA-29 (Eglit, 1986) at 10, which found Springfield and Decatur comparable:

The salary structures associated with contiguity to a major metropolis simply are not comparable to those of Decatur, which is situated in central Illinois at a very considerable distance from any large metropolitan area.

Decatur, on the other hand, is located 39 miles from Springfield and a distant 174

⁹ The Union initially proposed to also include the Secretary of State Police on its list of comparables but withdrew that group of employees from consideration (Tr. VI at 69-70). Other proposed comparables were not strenuously pursued.

¹⁰ The *Rand McNally Map of the State of Illinois* lists Aurora as 39 miles from Chicago and Elgin as 36 miles from Chicago. Springfield, which is 193 miles from Chicago, is 166 miles from Aurora and 188 miles from Elgin. *Id.*

miles from Chicago.¹¹ According to the Standard Metropolitan Statistical Areas (City Exh. 24), Decatur and Springfield are similar in population, geographic area, per capita income and relatively similar in size of police departments.¹² Further, through examination of City Exh. 24, comparison of Decatur to other comparables agreed to by the parties shows similarities in population to Peoria; geographic area to Peoria and Rockford; per capita income to Bloomington, Champaign, Normal, Peoria, Rockford and Urbana; size of police departments to Peoria; public safety budgets to Champaign and general fund budgets to Bloomington and Champaign.¹³

The Union's arguments (U. Reply at 50-53) seeking to keep Decatur off the list of comparables are insufficient to change the result. With respect to Decatur, the Union keys on the unemployment rate (U. Reply at 51) pointing out that Decatur's 8.2% unemployment rate is substantially higher than Springfield's 5.2% rate. While the Union's observation is correct (and using the most recent figures supplied by the Union), that fact is

¹¹ *Rand McNally Map of the State of Illinois, supra.*

¹² City Exh. 24 shows the following comparisons between Decatur and Springfield based upon reports for a 1987-88 reporting period:

	Springfield	Decatur
Population	105,700	93,939
Geographic Area	50 square miles	43.53 square miles
Per Capita Income	\$11,642	\$10,011
Size of Police Dept.	199	165

¹³ City Exh. 24 shows the following similarities:

	Bloomington	Champaign	Decatur	Normal	Peoria	Rockford	Urbana
Population			93,939		110,290		
Geo. Area			43.5 sq. m		42.2 sq. m.	41 sq. m.	
Per Capita Income	\$11,969	\$10,211	\$10,011	\$9,673	\$11,140	\$10,704	\$9,409
Police Dept. Size			165		200		
Public Safety Budget		\$9,465,702	\$9,540,204				
Gen. Fund Budget	\$27,537,714	\$25,482,345	\$30,266,438				

not sufficiently persuasive in light of the agreement that other cities with much lower unemployment rates than Springfield are to be considered as comparables. For example Bloomington (3.6%), Champaign (1.8%), Normal (2.2%) and Urbana (3.5%) are conceded by the Union as comparables and yet those cities have unemployment rates far lower than Springfield's rate of 5.2%. If the Union sees disparity in unemployment rates as a key factor, then the disparities between Springfield and the listed agreed upon comparables do not support its position. Moreover, going the other way, the Union has consented to the inclusion of Rockford in the list of comparables. Yet Rockford's unemployment rate of 7.5% is far higher than Springfield's rate of 5.2% and closer to Decatur's rate of 8.2% than it is to Springfield's rate. Thus, although unemployment rates can be a factor for consideration, on the basis of the above and the parties' agreement to include cities as comparables with vastly differing unemployment rates, the unemployment rate cannot be the determinative factor in this case. Similarly, reliance upon Dr. Alan Dillingham's¹⁴ conclusion that employment in Decatur is cyclical due to Decatur's primarily industrial base (U. Reply at 51), while Springfield has a different economy with a base of financial, health care and government employment which is resistant to employment cycles, does not distinguish itself in light of the agreed upon inclusion of an industrialized city such as Peoria.¹⁵

¹⁴ Dr. Dillingham is the Chair of the Department of Economics at Illinois State University.

¹⁵ Dr. Richard Bingham's *Agglomerative Hierarchical Cluster Analysis* (U. Exh. 93) also does not change the result. The Study (U. Exh. 94), Bingham and Felbinger, *Municipal Labor Negotiations: Identifying Comparable Cities*, J. Collective Negotiations, Vol 18(3) 193-207 (1989) "explains a method for systematically and empirically identifying comparable communities for local labor disputes." The authors identify 33 variables which were subjected to a factor analysis ultimately resulting in seven factors (poverty/dependence, working class, aging, manufacturing, density, bedroom and size). *Id.* at 197. All listed cities are initially considered separate and then are viewed as they form clusters with each other based upon the factors until, after 61 steps, only one cluster exists. *See* U. Exh. 93.

Even if we accepted the cluster analysis as a method for choosing comparables (which we are unable to do), under the analysis used in this case that requires comparison of agreed upon comparables because the parties have mutually selected those comparables, Dr. Bingham's cluster analysis supports the inclusion of Decatur on the list in this case. Springfield, Bloomington, Rockford and Peoria form into a cluster at the 24th level or 61% through the analysis. Decatur joins that cluster shortly thereafter at the 20th level or 67% through the analysis. The Urbana, Champaign, Normal cluster (which formed at the 21st level - again 67% through the analysis) does not join the Springfield, Bloomington, Rockford, Peoria cluster until the seventh level, or 89% through the analysis. Thus, according to Dr. Bingham's cluster

analysis, Decatur is *earlier* comparable with Springfield than the agreed upon comparables of Urbana, Champaign and Normal. Indeed, Dr. Bingham testified (Tr. X at 57 and XI at 10):

- Q. You would consider it [Decatur] a closer, a more similar, a more comparison city than those ones which you said were listed on the left, the Champaign, Urbana, Normal and so on?
- A. Yes. As you can see, those are all college towns.
- * * *
- Q. And your testimony still is that Decatur is closer than some of these other comparable cities? I think we talked specifically about like Normal, for example?
- A. Yes.

Further demonstrating the inapplicability of the cluster analysis to the facts of this case in light of the parties' choice of comparables, an examination of U. Exh. 93 shows that numerous other municipalities not chosen by the parties as comparables are considered more comparable under the cluster analysis than the ones chosen by the parties. Specifically, according to U. Exh. 93, the following cities form clusters with Springfield before the agreed upon comparables of Urbana, Champaign and Normal: Schaumburg, Tinley Park, Hoffman Estates, Hanover Park, Bolingbrook, Niles, Skokie, Des Plaines, Joliet, Kankakee, Danville, Chicago Heights, Waukegan, Park Ridge, Oak Lawn, Oak Forest, Lansing, Mount Prospect, Calumet, Naperville, Wheaton, Park Forest, Lombard, Downers Grove, Glenview, Elmhurst, Palatine, Arlington Heights, Rock Island, Moline, Freeport, Quincy, Galesburg, Belleville, Pekin, Granite City, Alton and Addison. In light of the parties' agreement to the contrary, Dr. Bingham's conclusion that these municipalities, many of which are suburban Chicago communities, are more comparable to Springfield than Urbana, Champaign and Normal for purposes of determining comparability under the statute raises serious questions concerning the validity of the conclusions in order for this analysis to be applied in this case.

The authors advocate use of their method and its predictable certainty of outcome relying upon phrases such as "nothing (sic) is more arbitrary than arbitrators'", "that establishing comparability need not be an act of 'flying by the seat of one's pants'", and "it seems reasonable to advocate the use of data rather than rely on the whim of individual arbitrators regardless of the finding." Study at 195-196, 205. Perhaps the authors miss the point of the practical effect of the interest arbitration process as it relates to collective bargaining as a whole. The statute does not define "comparables" - but purposely so. Interest arbitration is the last step in the bargaining process. It is a method for peacefully resolving an impasse by placing the responsibility for making decisions that the parties could not (or for other reasons were unable to) make themselves into the hands of a third party *of the parties' choosing*. The process, as it is designed with its built in vagueness, accomplishes two important goals. First, from a practical standpoint, the parties are well aware that the arbitrator's decision may, for all purposes, be a "crap shoot" and hence, the uncertainty of the outcome serves as a disincentive for going to the final step of interest arbitration. This built in uncertainty of outcome thus serves as an incentive for the parties to mutually resolve their own disputes as the collective bargaining process intended. That end result of mutual resolution apparently has worked in this State due to the relatively few police and fire interest arbitrations that have occurred under the IPLRA. Based upon the most recent statistics available from the ISLRB (which we can take notice of), during the period 1986-1989, of the 393 "Notices of No Agreement or Status of Negotiations" filed with the ISLRB for § 14 employees, 146 arbitration requests were filed and only 36 went to the interest arbitration step. Second, if the parties are unfortunate to be in the position of being unable to agree upon the terms of their contract, then by the mutual selection process the parties can agree upon the individual to exercise his or her best judgment in making comparability determinations. In short, the parties, by the selection process, have a direct hand in whether or not "arbitrary" judgments are going to be made. They mutually select the person whose judgments are known to them. The authors may be on sound academic ground in their analysis. But, from a practical view (which this process envisions), by advocating such a mechanistic approach which yields the curious results set forth above wherein Chicago metropolitan suburbs are found to be more comparable to Springfield than the more economically self-sustaining down state communities already recognized by the parties as comparable to Springfield, the authors may be missing the mark of understanding the larger picture resulting from the statutory scheme. Absent clearer direction from the Legislature or the courts that such a rigid mathematical approach was intended, we reject the cluster analysis in this case.

The Union's further arguments for inclusion of Aurora and Elgin on the list of comparables are not

With respect to inclusion of the State Police in the list of comparables, we do not believe comparisons drawn between the Springfield Police and the State Police are an "apples to apples" examination for assessing comparability. The Union argues that the work performed by the State Police is closely comparable to that performed by members of the bargaining unit, and indeed, the State Police perform functions in close proximity to Springfield and the other comparable cities and even share training facilities. But, under the Union's bottom line rationale, any municipal or state police force could be a comparable notwithstanding considerations of size, geographic proximity to large metropolitan areas, budgets, etc., which are traditionally examined (and implicitly recognized by the parties by their selection of agreed upon comparables). In short, under the logical extent of the Union's argument, if the State Police are comparable, then so are the officers in any small Illinois community. Our conclusion was confirmed by the cross-examination of Dr. Bingham who was called by the Union as an expert on comparables (Tr. X at 45-46):

Q. ... Would you consider the State of Illinois a comparable to these cities as an entity?

* * *

A. I mean the State is the State. I mean they're not the same units of government.

persuasive. First, the arguments rely heavily upon the analysis of Dr. Bingham, which analysis we have rejected in this case inasmuch as that analysis found Chicago metropolitan suburbs more comparable to Springfield than the agreed upon comparables. Second, the Union relies upon *City of Springfield, Illinois*, S-MA-18 (Berman, 1987) which found Aurora and Joliet as comparable to Springfield. At first blush, the Union's argument in this regard appears strong. However, closer analysis of Arbitrator Berman's award shows it not to be sufficiently applicable to this matter. Arbitrator Berman dealt with a different universe of comparables and positions. There, the parties agreed to include Decatur. Here, the Union sought to exclude Decatur. There, the Union successfully sought to include Joliet. Here, neither party sought to include Joliet (a city that, according to Dr. Bingham's analysis, is more comparable to Springfield than the agreed upon cities of Urbana, Champaign and Normal). There, the Union sought to include Normal which was successfully opposed by the City due to individualized salaries, whereas here, Normal was included by agreement. We believe that Arbitrator Eglit's common sense approach in *Decatur, supra*, to be more applicable to this case. Aurora was excluded from consideration as a comparable to Decatur because of Aurora's relationship to Metropolitan Chicago. *Id.* at 10, n. 5. There is simply insufficient evidence in this case showing that Aurora and Elgin are not intertwined with the Chicago economy as compared to the more independent economies of the agreed upon cities and Decatur so as to warrant inclusion of those two Chicago area cities on the list of comparables. Each case must be determined on its individual facts. This case requires the exclusion of Aurora and Elgin.

- Q. Well, I understand, but from all of these various measures that you're talking about, I mean, is it fair to say they're just not comparable? ... Where would they fall in the clusters?
- A. The State of Illinois?
- Q. Yeah.
- A. It couldn't.
- Q. Okay. In other words, you don't consider it comparable to any of these units?
- A. The State is not -- these are municipalities.

The selection of valid comparables is a most difficult task. The statute yields little guidance in terms of how those selections (which may be determinative of a case) are to be made. The phrase "comparable" is not defined and little help comes from other sources in making this kind of decision. This chairman has already observed in *Village of Streamwood, Illinois*, S-MA-89-89 (1989) at 21-22:

It is not unusual in interest arbitrations for parties to choose for comparison purposes those communities supportive of their respective positions. The concept of a true "comparable" is often times elusive to the fact finder. Differences due to geography, population, department size, budgetary constraints, future financial well-being, and a myriad of other factors often lead to the conclusion that true reliable comparables cannot be found. The notion that two municipalities can be so similar (or dissimilar) in all respects that definitive conclusions can be drawn tilts more towards hope than reality. The best we can hope for is to get a general picture of the existing market by examining a number of surrounding communities.

The task then becomes one of line drawing based upon notions (indeed, hopes) of simple common sense. Here, we believe that Decatur falls on the side of the line requiring inclusion whereas Aurora, Elgin and the State Police fall on the other side of that line.

3. Ability To Pay And Interests And Welfare Of The Public

The City undertook a cost analysis of the two proposals for salary, longevity and rank differential factoring in increased pension contributions. See City Exhs. 45 and 46. That analysis showed the following:

	First Year	Second Year	Third Year	Total
City	\$279,821.97	\$296,707.31	\$312,104.91	\$888, 634.20
Union	\$449,068.99	\$339,719.33	\$399,957.75	\$1,188,746.08
Difference	\$169,247.02	\$43,012.02	\$87,852.84	\$300,111.88

According to the City (City Brief at 12-17), the following considerations weight towards a finding that the Union's proposals would not be within the City's ability to pay considering its other public objectives: the \$300,000 difference in cost has to be funded within the Department's budget; the FY 89 budget contained no allowance for salary increases other than for those increases previously negotiated; the FY 90 appropriation is at the same level as the FY 89 appropriation; increases in the Public Safety budget during FY 90 are modest and have come at the expense of Public Works and Public Affairs; some positions have been abolished in Public Safety and five employees have already lost their jobs due to layoffs; there is insufficient funds in Public Safety to pay the additional cost of the difference between the offers; to grant the Union's offer would force the City to identify other sources of funding and would yield layoffs which is contrary to the public interest; the City Council would have to vote for a tax increase, cut back on other departments or spend down the fund balance which are politically unrealistic choices and a risk that the City would be unable to meet their obligations as they become due are posed. With respect to the second and third years of the Union's proposals, the City argues that no money is available for capital expenditures in the current fiscal year which only serves to postpone those expenditures to a future year; capital budget requests for equipment and facility improvements are high; and although it may be possible to fund some of the capital expenditures through the recent increase in the State income tax, it would not be prudent to use those revenues for recurring expenses such as salaries due to the temporary nature of the tax.

The Union argues that the City's burden has not been met. According to the Union (U. Reply at 42-49), Senate Bill No. 169 which became effective July 1, 1989 will provide

substantial increased revenues from taxes which revenues are not included in the City's budget¹⁶; those increased funds could be used for recurring expenses such as payroll; the City's General Fund revenue estimate for FY 89-90 is unreasonably low; the budget is merely a projection and an estimate and is unreliable since even though the budget contained no monies for wage increases for the bargaining unit, the City nevertheless was able to propose a 4% increase; the evidence does not show that all available amounts for Police salary increases were appropriated; and revenue receipts have increased from the past.

It is well established that "Employers who have pleaded inability to pay have been held to have the burden of producing sufficient evidence to support the plea." Elkouri and Elkouri, *How Arbitration Works* (BNA 4th ed.), 830. We do not believe that the City has met that burden in this case.

The City has demonstrated that it would face a certain degree of financial uncertainty or even adversity in having to fund the Union's proposals. However, while that uncertainty or adversity is present, the burden requires the City to show more than it has done in this case. By the terms of § 14(h)(3) of the statute, the relevant inquiry does not focus upon the uncertainty or adversity that *may* be caused by funding the Union's offer. The determinative factor concerns the City's "financial *ability* ... to meet these costs." [Emphasis added]. The City must therefore show an "inability" to pay. It has not done so. Several points raised by the Union underscore our conclusion.

First, the City relies heavily upon the Budget which allocated no increases for the bargaining unit. However, the figures in the Budget cannot by themselves be given sufficient weight for us to find an inability to pay by simple reason that notwithstanding the lack of funds available for an increase as stated in the Budget, the City was able to make a

¹⁶ The Union estimates the additional revenue to be approximately \$3 million during FY 90 and an additional \$1.25 million to unincorporated Sangamon County.

4% offer in each of the three years - which, by the City's computation, amounts to \$279,821.97 in the first year and \$888,634.20 over the life of the Agreement. We do not doubt that the figures in the Budget were prepared in good faith. However, by the fact that the City could make the offer that it did, the Budget itself is not dispositive of the issue.

Second, substantial question has been raised by the Union with respect to the City's claim of inability to pay by reference to future revenues from Senate Bill No. 169.¹⁷ Those revenues were not contained in the Budget and, while not determinative of the question of demonstrating that the funds are available to meet the Union's demands, the increase in revenues undercuts the City's position that it cannot pay for the Union's wage proposals.¹⁸

Third, as found *infra*, we are rejecting the Union's wage increase proposal but adopting the Union's proposals in other economic areas (specifically, detectives' clothing allowance, an additional holiday and rank differential). The City has not shown that the granting of those specific limited items will create a substantial adverse impact on its fiscal capabilities.

It is not for this Board to make political decisions on how the City should allocate or spend its funds. By statute, in this area of inquiry our function is limited to determine only whether or not there has been a showing by the City that it does not have the ability to pay. The above shows that the claimed inability to pay has not been sufficiently demonstrated. Inasmuch as the City's argument concerning the interests and welfare of the public are directly tied to the ability to pay argument, we similarly find that argument not persuasive.

¹⁷ Senate Bill No. 169 provides for increased income tax rates of 20% during the period July 1, 1989 through June 30, 1989 by increasing individuals, trusts and estates from 2.5% to 3.0% and corporations from 4.0% to 4.8%. See *Conference Committee Report Analysis* attached to U. Reply as Exh. F.

¹⁸ The testimony indicates that funds made available through Senate Bill No. 169 could be used to fund the increases sought by the Union. City Comptroller James Kane testified that although it would not be prudent to do so, the funds could be used for the Union's purposes (Tr. VIII, 158-159).

4. The Specific Economic Issues

a. Contract Duration

The parties agree that the contract should commence effective March 1, 1989. The City seeks a three year contract while the Union argues for a contract of two years duration. In support of its position, the Union asserts that the last Agreement was for two years and due to a previous wage reopener, the evidence shows that the parties only agreed to wages one year at a time; the parties have never agreed to a three year contract in the past; duration provisions should come by agreement and not by award; wage increase and cost of living figures are more speculative for the third year of a contract than for the first two years; and based upon other comparables, no other police units have yet set wages for 1992. In support of its argument for a three year contract, the City argues that a three year agreement is consistent with the majority of settlements negotiated by it and a three year contract would save the parties time and expense associated with renegotiating a new agreement in light of the expiration date sought by the Union.

We agree with the City's position. First, due to the large number of issues in this matter and the length of time consumed by presentation of the case, briefing and the decisional process, if we adopt the Union's proposal, the Agreement will expire on February 28, 1991 - an expiration less than one year from the date of our decision. In short, under the Union's proposal, the parties will have only a few months respite and will then have to go at it again. The entire design of the impasse resolution process contemplated by requiring consideration of the interests and welfare of the public in § 14(h)(3) and the "other factors ... which are normally or traditionally taken into consideration" criteria found in § 14(h)(8) have common threads of a bottom line goal of stability and notions of "industrial peace" as those concepts translate into the public employment setting. A hotly contested matter such as this with the amount of time, effort and expense that have been invested by the parties and the corollary uncertainties that have

arisen (which may be prolonged or even exacerbated if a short contract is imposed which requires the parties to once again face each other across the bargaining table in the near future), coupled with the obvious present breakdown in the parties' ability to agree, on balance, all weigh against the arguments made by the Union. Given the particular history of this matter, the overriding goal of stability dictates a contract of longer duration than the one sought by the Union.

Second, on a more practical level, the setting of wages for 1992 has already been accomplished in other Springfield bargaining units. See City Exhs. 29 and 92 showing that the Police Garage, Printers and Firefighters contracts have wages set into early 1992 as sought by the City in this matter. Moreover, contracts in excess of two years appear to be the norm in Springfield's other bargaining units. Of the 24 contracts listed in City Exh. 29, seven are for two years or less.¹⁹ However, of those 24 contracts listed in City Exh. 29, three agreements are for duration between two and three years²⁰ and 14 are for three years (or longer).²¹ Under a comparison required by § 14(h)(4), this factor weighs in favor of the City's position.

Therefore, the Agreement shall be for three years commencing March 1, 1989 and expiring February 29, 1992.

b. Wages

The parties' proposals on wages are summarized as follows:

	3/1/89	3/1/90	3/1/91
City	4.0%	4.0%	4.0%
Union	4.5%	4.5%	5.0% ²²

¹⁹ The contracts between City Water, Light & Power and Machinists Local 628, Electricians and Oak Ridge Cemetery, Fire Communication Officers, Firefighters and the Police are for two years and the Public Works and Painters agreement is for one year.

²⁰ Police Garage, Recreation and AFSCME-Public Works.

²¹ Traffic Wardens, Traffic Engineering, Operating Engineers-Public Works, Police Communications Operators, Printers and City, Water, Power & Light's agreements with AFSCME, Firemen and Oilers, Machinists Local 1815, Teamsters, Operating Engineers Local 965, Local 7, Carpenters, Laborers and Painters.

²² The Union's offer for a 5% increase in the third year was made contingent upon the City's position

Upon review of the evidence and arguments going to the statutory factors, we adopt the City's proposal.

(1). Comparables

(a) External

With respect to the cities we have determined as comparables, City Exhs. 32-42 demonstrate the following²³:

that a three year contract is appropriate. Inasmuch as we have agreed with the City on the duration of the Agreement, we shall treat the Union's offer for the third year as fixed.

²³ The City's offer appears as "Sprfld. - C" and the Union's offer appears as "Sprfld - U".

The computations include longevity. Inclusion of longevity and the yearly analysis used is consistent with the "overall compensation" factor found in § 14(h)(6). We note that an approach which utilizes all of the elements listed in § 14(h)(6) was not used by the parties in their comparability analysis. To do so in this case would have been most unwieldy.

Comparisons are made using July 1989 data. Due to the constantly changing numbers that come about as new agreements are negotiated or new wage rates become effective flowing from current contracts and further due to the peculiarities of certain classifications, requirements and methods of payment in the comparable cites, certain assumptions were made as detailed in the exhibits. The Union argues (U. Brief at 47-48) that "the interest arbitration award should at least assume maintenance of the ranking of the arbitrated unit versus the comparables on each of the issues unless a balancing of the statutory factors dictates some other result." We believe our analysis accomplishes that goal.

In its arguments with respect to external comparability, the Union seeks to make comparisons with other communities by comparing percentage increases (U. Brief at 46-47) arguing that Springfield falls "at the bottom of the range of recently negotiated increases." *Id.* at 47. However, as discussed *infra* at IIB4(b)(1)(b), with respect to comparisons made with other Springfield employees, the Union argues for a dollar for dollar comparison. *See* U. Reply at 18-28, 29-34. In this case we have taken the opposite approach. We believe that in this case the most appropriate method for making comparisons is to utilize a dollar for dollar comparison for external comparables and a percentage to percentage comparison for other Springfield employee groups. The dollar for dollar comparison with Police units in externally comparable communities is more of an "apples to apples" comparison - i.e., we are comparing Police officers with Police officers in similar communities. Therefore, knowing precisely what Police officers are paid and making relative comparisons can be accomplished. To make a similar comparison with Police and other employee groups does not yield valid results since, in order to make the comparison in that fashion, we must make findings and assumptions concerning the similarity of duties or "comparative worth" between the compared groups which, as we discuss *infra*, we are unable to do. In short, the comparison of Police with those groups is no longer "apples to apples", especially if percentages are used. Therefore, for Police and non-Police comparisons, the better methodology is to compare percentage increases recognizing that percentages of wages at higher (or lower) levels of pay than that earned by Police officers yield differing dollar amounts.

Non-Probationary Officers									
Begin		4 Years		5 Years		10 Years		25 Years	
Bloom.	31929.69	Bloom..	31929.65	Bloom.	33230.73	Peoria	36207.72	Peoria	38296.63
Sprfld.- U	30847.65	Sprfld.- U	31464.60	Sprfld.- U	31464.60	Bloom.	34179.41	Bloom.	36103.86
Sprfld. - C	30700.05	Sprfld. - C	30700.05	Sprfld. - C	31314.19	Sprfld. - U	32081.55	Sprfld. - U	34549.37
Champ. .	28874.00	Champ.	28874.00	Peoria	29874.41	Sprfld. - C	31928.08	Sprfld. - C	33770.01
Urbana	27576.00	Urbana	28679.04	Champ.	29595.85	Rockford	30875.52	Normal	32902.80
Normal	27006.00	Peoria	27877.44	Urbana	28679.04	Urbana	30333.60	Rockford	32656.80
Peoria	26534.16	Decatur	27719.00	Normal	28372.05	Champ.	30317.70	Champ.	31761.40
Rockford	26500.00	Normal	27680.10	Rockford	28006.14	Normal	29807.40	Urbana	30333.60
Decatur	25142.00	Rockford	26500.00	Decatur	27996.19	Decatur	28273.38	Decatur	28827.76

Sergeants									
Begin		4 Years		5 Years		10 Years		25 Years	
Rockford.	34972.00	Decatur	35379.00	Decatur	35732.79	Peoria	39035.04	Normal	39992.40
Normal	34477.80	Rockford.	34972.00	Rockford.	35671.44	Rockford.	36370.88	Peoria	39035.04
Sprfld. - U	33932.36	Sprfld. - U	34611.01	Sprfld. - U	34611.01	Decatur	36086.58	Rockford.	38469.20
Sprfld. - C	33770.01	Sprfld. - C	33770.01	Normal	34573.35	Normal	35885.40	Sprfld. - U	38004.25
Champ.	33589.00	Champ.	33589.00	Sprfld. - C	34445.55	Sprfld. - U	35289.00	Sprfld. - C	37147.09
Urbana	31015.00	Urbana	32255.60	Champ.	34428.73	Champ.	35268.45	Champ.	36947.90
Decatur	29107.00	Peoria	31256.40	Peoria	32838.72	Sprfld. - C	35120.84	Decatur	36794.16
Peoria	25653.60	Normal	none	Urbana	32255.60	Urbana	34116.50	Urbana	34116.50
Bloom.	non-unit	Bloom.	non-unit	Bloom.	non-unit	Bloom.	non-unit	Bloom.	non-unit

Lieutenants									
Begin		4 Years		5 Years		10 Years		25 Years	
Sprfld. - U	37325.69	Sprfld. - U	38072.20	Peoria	38972.65	Peoria	46082.40	Peoria	47854.80
Sprfld. - C	37147.09	Sprfld. - C	37147.09	Sprfld. - U	38072.20	Sprfld. - U	38818.71	Sprfld. - U	41804.77
Peoria	29848.32	Peoria	36367.20	Sprfld. - C	37890.03	Sprfld. - C	38632.96	Sprfld. - C	40861.89

The above comparisons show that because of the relatively small difference between the parties' offers, as a general proposition, the relative rankings in the comparables are not influenced by which offer is chosen and, as a whole and particularly in the younger age categories, Springfield is relatively high in the comparisons. Under either the Union's or the City's proposals, in the appropriate comparable cities, Springfield ranks second out of eight for non-probationary officers up to 10 years of service. After 10 years of service, Springfield drops to third out of eight, which ranking carries over into the after 25 years of service category. But again, whether the Union's or the City's offer is chosen, the relative ranking is not changed in the Police officer category.

That same conclusion is evident with respect to sergeants in the beginning and four

years of service categories. Under either proposal, Springfield ranks third. It is not until the sergeants after five years of service category that the difference between the parties' proposals affects the relative comparable ranking. Under the Union's proposal, after five years of service, Springfield ranks third out of seven while under the City's proposal, Springfield ranks fourth. Similarly, in the sergeants after 10 years of service category, under the Union's proposal, Springfield ranks fifth while under the City's proposal, Springfield ranks sixth. The similarity of ranking as a result of the two proposals returns in the sergeants after 25 year category when Springfield returns to fourth under either proposal.

With respect to lieutenants, again, given that only Springfield and Peoria have lieutenants in the bargaining unit, the relative rankings as a result of the offers are not affected. Springfield is first out of two in the beginning and four year categories and second in the five, 10 and 25 year categories.

Thus, with the exception of the sergeants in the after five and ten year categories, the differences in offers do not change relative rankings with the comparables. The two categories of sergeants where the differences in offers make a ranking change, while falling down in terms of overall placement, are not substantial enough for us to conclude as a general rule that either offer changes relative ranking of the bargaining unit as a whole. Only two out of a possible 15 employee groupings analyzed are affected by the differences in the offers and, most significantly, the differences between salaries in those two groupings as a result of the different offers are not significant. Specifically, in the sergeants after five years category, Normal comes between the Union's and the City's offers. However, Normal is only \$127.80 per year (or .4%) ahead of the City's proposal. Similarly, in the sergeants after 10 year category, Champaign comes between the City's and the Union's offers, but the difference between Champaign and the City's offer is only \$147.61 per year (again, .4%).

Thus, as a whole, relative rankings within the comparables are maintained under either offer. Stated differently, as a whole the employees lose no real ground in the relevant comparables under the City's offer. Further, (with the exceptions discussed *supra*), when all categories are considered, Springfield remains relatively high under the City's offer.

(b). Other Springfield Employees

With respect to other Springfield employees, the evidence shows a general pattern of parity between Police officers and Firefighters. The most recent settlement with the Firefighters provided a wage increase like the percentage offer made by the City in this matter. Similarly, as set forth in City Exh. 29, the four percent offer made in this matter by the City follows a general pattern of increases in the other bargaining units.²⁴

In support of its higher offer, the Union poses the difficult question of whether comparative worth of the job weights towards selection of its offer. In support of its position, the Union argues that the complexity and gravity of responsibilities involved in police work warrant at least a wage comparison with the skilled trades employees who, as a result of prevailing wage requirements, make more than Police officers. Thus, according to the Union, the end result is an inequity in that a 4% increase to a skilled trades employee or any higher paid employee yields more hard dollars than a similar increase to a Police officer.

The Union's well articulated argument really places this matter on a philosophical level beyond our authority and requires answers that are politically and societally based. The Springfield Police perform the difficult and dangerous work of protecting the public. They may even now be required to increase their performance levels as a result of recent

²⁴ Although not weighted by employee, the average increase in the bargaining units as set forth in City Exh. 29 shows:

1989 - 3.75% (15 bargaining units)
1990 - 3.97% (6 bargaining units)
1991 - 3.95% (2 bargaining units)

annexations alluded to by the Union. But, for whatever reasons, society has placed higher monetary priorities on certain jobs and professions. In terms of the betterment of society as a whole, are not teachers, social workers or nurses more “important” than stock brokers, investment bankers (or even lawyers)? But yet, the latter group earns far more than the former. Our function here is to assess offers in terms of facts and statutorily established factors. Those facts and factors acknowledge that, for good or bad reasons, some employee groups are paid more than others. Therefore, as a rule (and here because of statutory prevailing wage requirements), skilled trades employees earn a higher hourly rate than Police officers. Our personal regard for the importance and danger of the job performed by Police officers obviously runs high. But for the purposes of this case, those feelings cannot be determinative. We are simply ill equipped in this proceeding to make the kinds of determinations that the Union asks of us so as to override judgments that are more politically and societally based. *See Arlington Education Association*, 54 LA 492, 494 (Zack, 1970):

It is not the duty of this Panel to rectify years of inequity among various callings, or to impose its judgment as to the relative worth of one trade or profession over another.

We therefore find the Union’s comparative worth arguments insufficient to change the result.²⁵

²⁵ The Union argues that failure to give determinative weight to its comparative worth argument renders the eighth statutory factor meaningless. We disagree. If the Legislature intended such weight be attached as argued by the Union, then a comparative worth mandate would have appeared in the enacted factors as opposed to being in a general catch all category. The Union’s arguments that increased productivity requirements resulting from the recent annexations should be factored in along with increased productivity from increased calls are not persuasive to change the result in light of the other factors weighing against the Union’s position. The Union’s arguments (U. Reply at 29-36) that Firefighters enjoy a higher comparative cash value for vacation time and sick leave maximum payout than Police and the effect of the most recent hours reduction for the Firefighters similarly do not sufficiently weight the factors towards choosing the Union’s offer.

With respect to the Union’s argument (U. Reply 36-39) that consistent with current academic opinion, parity is not a valid consideration, we find that assertion unpersuasive. The study quoted by the Union in its Reply at 38-39 states that “parity contributes to the problem of attracting and retaining qualified personnel in police ranks”. The evidence here shows that the City has had no such problems. 120 names appear on the 1987 eligibility list (City Exh. 66). Therefore, the City has had no problems attracting Police officers, which is another consideration under § 14(h)(6). The fact that some individuals may appear on both the Police and Firefighters lists is not determinative. The question concerns whether

(c). Conclusion On Comparables

The above shows that the parties' wage offers have the same basic effect on how the Springfield Police as a whole squares with other comparable communities. In terms of wage increases given to other Springfield employees, given the factors that we can consider, the City's offer is more in line with the internal wage increases given.

(2). Cost Of Living

The Union argues that the cost of living factor favors its proposal. The Union principally relies upon the testimony of Dr. Dillingham who testified that based upon his expert economic opinion (Tr. I at 59-62):

A. My opinion is that for the 12 month period beginning March of '89 we can expect inflation as measured by the changes in consumer price index to be about five and a half percent ... we could expect an annual change in consumer price index for that period beginning March 1990 for 12 months to be about five percent.

* * *

Q. For the 12 months ... beginning March of 1991?

* * *

A. I would say the range would be three and a half to six percent.

Relying upon City Exh. 26, the City argues that the aggregate percentage increase in the national CPI for 1983 through 1988 was 21.8. For Springfield, that figure was 21.5%. Referring to Dr. Dillingham's testimony, the City points out that the aggregate increase in the national CPI was 20.7% for the same period. The City argues that using the highest 21.8% figure, salaries for Police officers have outstripped inflation by 4.1% in the aggregate and even if Dr. Dillingham's projection of a 10% rise in inflation over the next two years proves correct, the officers salaries will still exceed inflation under the City's offer by 2.1 % and if the projections are extended for a third year, Police salaries will exceed inflation by 1.%. The City further refers to Dr. Dillingham's letter (U. Exh. 2)

the Police officer job attracts qualified candidates under present economic conditions. We find that it does.

which predicts that by the first quarter of 1991, "price increases should average no less than four percent a year."

The differences in the parties' positions and the naturally estimating nature of the testimony inherent from the science points up the difficulty with the cost of living factor. Here again, the statute gives no specific guidance for implementation. This is especially true where, as here, a potential three year contract is involved.

Giving the Union the benefit of the doubt and accepting Dr. Dillingham's analysis, several observations can be made. First, with respect to Dr. Dillingham's 5.5% projections for the 12 month period beginning March 1989, recent Department of Labor statistics (which we take notice of) for the 12 month period ending February 1989 show an increase of 5.2% for that period (CPI-W, national) and 5.3% (CPI-U, national). Thus, Dr. Dillingham's projection of 5.5% was quite accurate. Second, given the accuracy of Dr. Dillingham's projection for the 12 month period beginning in March 1989, we can reasonably assume that his projections for the 12 month period beginning in March 1990 will be as accurate. Third, Dr. Dillingham recognized the problem associated with making similar kinds of projections with any degree of certainty for a like period beginning in 1991. Dr. Dillingham testified (Tr. I at 62):

- A. We have [a] considerably longer period of time here in which the economy can move in one direction or another. We have more time for these developments to occur, and given the position that we have at this point it's not as clear what will have happened in three years as applied to the next year or two years out.

As a result, Dr. Dillingham could only project a "range of rate increase" as "3 and a half to six percent". *Id.* That range falls within the scope of *both* offers for the third year.

Thus, accepting Dr. Dillingham's analysis and projections, the cost of living factor favors the Union's offer, but not completely. This factor weights towards the Union's proposal only for the first two years. Cost of living considerations for the third year of the Agreement favors neither offer.

(3). Other Changes

As earlier noted, throughout the course of these lengthy proceedings the relevant factors were subject to constant change. New agreements were negotiated around the State; new wage and benefit provisions became applicable as anniversary dates came due; other monetary implications on the City's financial status became evident. Due to those constant changes, the difficulty of pinpointing the precise time for examination becomes most difficult.²⁶ Indeed, in light of the constant changes, determining the precise snapshot in time to make the analysis is akin to trying to catch a greased pig. Yet, § 14(h)(7) requires examination of "changes".

We have considered the changes offered by the parties and do not believe them to be sufficient to alter our conclusions.

(4). Conclusion On Wages

Thus, consideration of the relevant factors shows the following: For the point in time examined, cost of living (and giving the Union the benefit of the doubt on this factor) weights towards the Union's offer, but only for the first two years of the Agreement whereas the third year's projections favor neither party; ability to pay (and interests of the public) does not support the City's position; external comparability shows the relative comparable rankings for the bargaining unit as a whole are maintained by the City's offer and the City's offer still keeps the employees as a whole at the higher end of the comparables; comparison with increases given to other Springfield employees supports the City's offer; and other factors and changes do not affect the result.

The lack of a clear emergence of one party's position over the other is a direct result of the relative closeness of the offers. But, nevertheless, since the parties could not agree on wages, we are required to choose one position.

²⁶ Another aspect of the difficulty of when to make the examination is pointed out by the Union's argument (U. Brief at 47-48) concerning the real present value of a wage increase that is effective in early 1989.

Given the closeness of the offers and the lack of a clear emergence of a position, one crucial factor stands out. The City's offer has the same basic effect as the Union's offer and maintains the employees' general position as a whole at the higher end when compared with Police officers in comparable communities and is further in general line with increases given internally. The Union's offer, while achieving the same general result on external comparability, has the effect of a greater skewing of the pattern of internal wage increases given to other Springfield employees. The cost of living factor which weighted more towards the Union (but not completely so), does not decidedly tip the factors in favor of the Union when balanced against the comparability factor. The other factors basically fall into the "non-determinative" category for purposes of the parties' wage offers.

As noted earlier, our function is to choose the "most equitable" offer in light of the given factors. *Fulton County, supra*. Given that the employees' comparable position as a whole is not really compromised by the City's offer and that the Union's offer will have more of an adverse effect on the internal wage structure and further given the lack of clear decisive factors otherwise favoring the Union's offer, we believe that the City's offer on wages is the most appropriate. We therefore adopt the City's offer on wages.²⁷

c. Sick Leave Payout Upon Retirement Or Death

Currently, under Article 13.3(D), at an officer's retirement or death, accrued sick leave is paid at 5/12 of the straight time hourly rate of pay for all sick leave accumulated up to 90 days and at 100% of the straight time rate for all days accumulated after 90 days. The

²⁷ The difficulty here is a product of the closeness of the offers. At first blush, one might inquire why the parties could be at such loggerheads over a relatively small percentage difference in wage proposals. That question loses sight of the larger picture. The dispute is much larger than it appears. The wage percentage determination made in this matter will have a direct ripple effect in this unit as well as other bargaining units in Springfield. Many benefits are tied to the wage rate. Costs to the City and benefits to the employees further increase as a result of the wage settlement. The percentage given in this unit also becomes a measure for other City bargaining units in future negotiations. There is also a decided indirect ripple into other communities. Springfield becomes a comparable in determining wages and benefits in other communities and thus, what is done in this matter indirectly affects other similar municipalities. Thus, a relatively small percentage difference in the short term in reality becomes quite a significant dollar amount and carries a substantial impact in the long term.

City seeks to reduce that payment by proposing that the present formula be maintained for all sick leave accumulated up to February 28, 1989 and at 50% of the straight time hourly rate for all sick leave accumulated thereafter. The City proposes the following language to accomplish that change (Jt. Exh. 3):

For sick leave accumulated up to February 28, 1989 an officer's sick leave days shall be paid on the occurrence of retirement or death at his straight time hourly rate of pay for all sick leave accumulated over 90 days, and 5/12's straight time hourly rate for all sick leave accumulated up to 90 days. For all sick leave accumulated after February 28, 1989, an officer's accrued sick leave days shall be paid on the occurrence of retirement or death at 50% of his straight time hourly rate of pay for all sick leave accumulated. In order to be eligible for such severance pay, an officer must have completed not less than ten (10) years of service to the department. There shall be no minimum age requirement in order for officers to be eligible for such benefits.

The Union seeks to maintain the present sick leave payout formula.

The City asserts that the benefit in its present form first appeared in 1982 when the City Council granted the payout formula to non-union employees. The payout formula then appeared as a negotiated benefit in the Agreement in the following year. According to City Comptroller Kane, the City was not aware of the extent of its liability until after a study was completed and the City learned that as of November 1988 the liability for sick leave that had accumulated for all Springfield employees was approximately \$5.5 million. As of May 1, 1989 the liability for employees represented by the Union was \$500,000. The City has attempted to fund the liability by issuing bonds and, as each sick day accrues, liability similarly accrues. In order to reduce its potential liability for the benefit, the City thus seeks to ultimately reduce the sick leave payout liability to the 50% level.

As recognized by the City (City Brief at 28) the applicable standard for analysis again places the onus upon the City to appropriately demonstrate the need for the change. We find that the City has not carried that burden.

In its argument in support of a reduction in sick leave payout, the City asserts that although the payout was originally viewed as a method to curb sick leave abuse, that effect has not been realized. But, City Exh. 20, which summarizes sick leave utilization since the

benefit was installed, shows the following:

Year	No. of Days
1983	976.00
1984	1,301.50
1985	1,355.50
1986	1,381.50
1987	897.00
1988	723.00

From the above statistics, the City argues (City Brief at 27) that “although the sick leave payout was originally viewed as a method to curb sick leave abuse, it has not had that effect”. The statistics offered by the City supports its argument for 1984-86 where a dramatic increase in sick leave usage occurred. However, that argument loses validity when 1987-88 figures are considered. In 1987-88, sick leave usage fell *below* the 1983 level. If the City’s premise is correct that the benefit was installed to decrease sick leave usage, the above statistics show that the benefit ultimately accomplished that intended result.²⁸

The fact that the City may not have anticipated the extent of its liability does not change the result. The City is really pleading an inability to pay. But, as found *supra* at IIB(3), inability to pay has not been sufficiently demonstrated. The economic impact of the benefit is also lessened by the fact that the City has already undertaken steps to fund some of the liability through the issuance of bonds for accumulations prior to November 1, 1988. Thus, a decision and a methodology have already been put into place to fund at least part of its liability.²⁹

²⁸ The City’s argument (City Brief at 27-28) that “no evidence was presented that the decrease in sick leave use has any relationship to the enhanced sick leave payout as the decline occurred three years after its inception” misplaces the burden. The evidence shows that sick leave usage has declined in recent years to a point below the level that prompted the initial granting of the benefit. Given the change that is sought and the accompanying burden, it is for the City to make the demonstration that no relationship exists.

²⁹ We recognize that the City is attempting to fund its full potential liability and that the bonds issued will not cover all future sick leave accruals as the liability increases. Although the funding requirement may be real, the ultimate actual liability carries a speculative element. For example, employees may not ultimately qualify for the benefit under the eligibility preconditions

There is a dispute as to whether “the Union did not trade dearly for the current sick leave provision”. City Brief at 28. The Union points to the testimony of Timothy Reardon (Tr. IX at 87):

Q. Is it fair to say that ... the items that were opened at the end of February

The fact that some officers may benefit from the City's proposal is not determinative given that the Union continues to oppose the change.³⁰ That benefit is in the short term only. The City's proposal is clearly a change and a reduction of a benefit in the long term. Given the appropriate standard recognized by the City, the onus is upon the City which burden has not carried.

The City's reliance upon comparables, both external and internal, is also not sufficient. Assuming that the City is correct (City Brief at 29-30) that its proposal does nothing to change its standing with respect to external comparables, given the standard and the above discussion, external comparisons are not of sufficient weight to be persuasive. Internal comparisons carry the same weight. The City has been able to obtain concessions in this area from a number of bargaining groups. However, the City has not been able to achieve the concessions across the board.³¹ Given the other factors warranting against changing the benefit (and even considering ultimate success in obtaining concessions from the other bargaining units), comparability considerations are insufficient to require the specific change sought by the City.

d. Detectives' Clothing Allowance

Article 17.4 of the Agreement provides:

17.4 Positions Receiving Clothing Allowance:

Any officer permanently assigned to the position of Detective within the Investigations Division or assigned to the position of Investigator within the Special Services Section or the Legal Section, shall receive a clothing allowance in the amount of Two Hundred Dollars (\$200.00) each six (6) month period of continuous service with within the Division and Sections previously named. Clothing allowance money may be used for the purchase of those items that

about the time that these marathon sessions were occurring were all significant items in settling the contract?

A. Definitely, to one side or the other

In light of the reasons for our conclusion, we need not resolve that dispute.

³⁰ The City points out (City Brief at 28-29) that only 35 officers have accrued more than 90 days of sick leave and therefore 80% of the unit may benefit from the City's proposal in that they will receive a 50% payout for the first 90 days as opposed to a payout of 5/12 (or 42%). The City further points out that those accumulations prior to March 1, 1989 will not be affected and that employees can sell back certain days.

³¹ The City concedes (City Brief at 31-32) that at the time of the hearings, AFSCME Streets and Fire Communications Officers were not yet in line with the reduction.

have been approved by the Department in the past. The Department will issue a clothing allowance check which may be used for such authorized purchases. Failure to purchase approved items may result in the Department withholding the next clothing check.

The Union seeks to add \$25.00 each six months effective March 1, 1989 and March 1, 1990 to reach a total of \$500.00 per year. The City seeks to retain the present level of clothing allowance at \$400.00 per year.

There is no dispute that Springfield and the comparable communities listed below pay clothing allowances for plain clothes officers as follows (City Exh. 57):

City	Plain Clothes Allowance Per Year
Bloomington	\$480.00
Peoria	\$435.66
Springfield	\$400.00
Rockford	\$305.00
Normal	\$250.00
Urbana	0
Decatur	0

The parties disagree over the benefit paid to Champaign plain clothes officers. The Union asserts (U. Brief at 22) that Champaign plain clothes officers receive \$600.00 per year plus a further \$210.00 reimbursement for bullet proof vests. The City argues (City Reply at 17) that Champaign's benefit is not for plain clothes officers but is for replacement of the originally issued uniforms for all officers.

The Union offered the testimony of several plain clothes officers (Tr. I at 102-142)³² who testified that the present \$400.00 clothing allowance is inadequate due to the kind of wear they experience on plain clothes and because costs of maintaining the clothing making up their plain clothes uniform have been increasing.

We adopt the Union's offer. The evidence sufficiently establishes that plain clothes officers' clothing are subject to wear as a result of requirements to carry certain equipment and that costs have been increasing for the continued maintenance of the clothing. While an

³² Joseph Goulet, Stephen Pelligrini, Bonnie Lowe, and Charles Cox, Jr.

increase to \$500.00 will place Springfield at the top of the agreed upon comparables where the parties have no dispute, we believe that change in ranking (which does not significantly place Springfield ahead of the other comparables in terms of total dollar value of the benefit) is outweighed by the fact that the increase sought by the Union is not of major economic significance and because of the demonstrated wear and increased costs experienced by the plain clothes officers.³³

e. Time Off

(1). Holidays

Under Article 8.1, the bargaining unit employees receive 11 holidays.³⁴ The Union seeks to add the Friday after Thanksgiving as an additional holiday. The City opposes that added holiday.

According to City Exh. 53, external comparables show:

City	No. of Holidays
Decatur	13
Rockford	12
Springfield	11
Champaign	9
Peoria	9
Urbana	9
Normal	8
Bloomington	0 (pay in lieu)

Internally, according to the City Code, § 36.57 (U. Exh. 64), non-union employees receive 12 holidays, including the day after Thanksgiving. The Firefighters similarly receive 12 holidays including the Friday after Thanksgiving. City Exh. 92 at Article 7.1.

We adopt the Union's offer. In terms of the comparables alone, the Union's offer will bring the bargaining unit on a par with other City employees. While the Union's offer

³³ The dispute concerning Champaign is therefore moot. In light of the extent of corroborative testimony on the issue, the fact that the employees did not bring in receipts concerning these expenses is no reason to discredit their testimony concerning the expense of maintaining their clothing.

³⁴ The employees currently receive New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

will raise it one level with respect to the external comparable data relied upon by the City, that change is relatively insignificant in that the City moves from third to a tie for second. That change when balanced against the policy for other City employees does not defeat the Union's position.

The City's argument that the comparison offered by the Union should not be persuasive because the Police receive four personal days off (Article 12.4) whereas the non-union employees only receive one such day (City Code at § 36.58(F) does not change the result. As the Union points out, non-union employees work up to a 40 hour work week (or 2080 hours per year) (City Code at § 36.56), whereas the Police work 2210 hours per year (Article 7.2), or 130 hours more per year which more than offsets the difference pointed out by the City.

Therefore, the Day after Thanksgiving shall be added to the list of holidays in Article 8.1.

(2). Vacations

The Union seeks to make three changes in the vacation benefit. First, the Union seeks to change the "Days Off" portion of Appendix D of the Agreement (which is incorporated by Article 9.1) to increase the number of vacation days for officers with 15 years of service or greater as follows:

Years of Service	Vacation Days	
	Present	Proposed
1	10	10
3	15	15
10	18	18
15	20	21
20	21	23
25	21	25

Second, the Union further seeks to insert a new paragraph (I)(b) in the Appendix concerning vacation accrual which reads as follows:

The vacation days shown above shall accrue on the officer's anniversary date. Any increased amount of vacation shall be available during the remainder of the calendar year following any anniversary which results in such increase.

Third, with respect to paragraph II of Appendix D, the Union seeks to make the following changes:

An officer newly hired subsequent to the effective date of this Agreement shall earn ~~5/12's~~ 0.8333 of a paid vacation day for each full month worked between his date of hire to and including the next December 31. In order to earn any vacation in a calendar month, the officer must work or be paid for a minimum of ~~161.5~~ 160 hours that month.

The City opposes all three changes sought by the Union.

Comparison of the bargaining unit's vacation entitlement with the comparable municipalities, Springfield non-union employees and the Union's proposal for change in the 15, 20, and 25 year categories shows the following³⁵:

City	1 year	5 years	10 years	15 years	20 years	25 years
Bloom.	5	10	15	20	25	25
Champ.	12	15	19	20	25	25
Normal	10	10	15	20	20	20
Peoria	10	11	15	20	20	20
Urbana	12	15	23	25	27	27
Rckfrd - C	10	10	15	15	20	20
Rckfrd - U	14	14	21	21	28	28
Sfld. - pres	10	15	18	20	21	21
Sfld - U	10	15	18	21	23	25
Sfld non U	10	10	15	18	20	23

Therefore, putting aside the dispute over Rockford, in the one year of service category, the Springfield Police are in the middle grouping of comparables and equivalent to the Springfield non-union employees; in the five years of service category are in the highest grouping of comparables with five days more vacation than the Springfield non-union employees; and in the 10 years of service category are at the higher end of the comparables with three days more vacation than the Springfield non-union employees.³⁶

³⁵ The parties are in dispute concerning Rockford's vacation benefit. This table lists both parties' interpretation of the benefit for the Rockford unit. See U. Brief at 38; City Reply at 26-27. Because of favorable comparisons, in its argument on this topic, the City also sought to make comparisons with Aurora, Elgin and the State Police - proposed comparables offered by the Union which were earlier protested by the City and which were rejected. Inasmuch as we earlier rejected the propriety of use of those units as comparables, we do the same in this analysis.

³⁶ The dispute over the Rockford benefit does not significantly change the result. Even including both parties' analysis of the Rockford benefit, in the one year category the Springfield Police remain in the large middle grouping; in the five year category they remain in the highest grouping; and in the ten years of service category they are in the mid-range.

In the contested categories beginning at 15 years of service (and again, putting aside the Rockford dispute), the Springfield Police are presently in the large middle grouping of comparables and two days greater than the Springfield non-union employees; in the 20 years of service category are in the middle of the comparables and one day greater than the Springfield non-union employees; and in the 25 years of service category are at the lower end of the comparables and are two days less than the Springfield non-union employees. The Union's proposal in the 15 years of service category takes the bargaining unit out of the larger middle grouping of comparables and places it at the higher end of the comparables and further increases the gap between it and the Springfield non-union employees from two to three days; in the 20 years of service category does not change its relative ranking in the mid-range of the comparables, but widens the gap over the Springfield non-union employees from one to three days; and in the 25 years of service category maintains its relative ranking, moves the bargaining unit towards the higher end of days in the comparables and eliminates the deficit over the Springfield non-union employees by taking the bargaining unit from two below the non-union employees to two above.³⁷

Putting the non-contested and contested categories together, the following is evident. First, in the one to 10 years of service category, the Springfield Police compare favorably to the other comparable communities. Second, in the five and 10 years of service categories, the Springfield Police significantly exceed the Springfield non-union employees. Third, in the 15 and 20 years of service categories, the Springfield Police are essentially in the mid-range of the comparables and still receive greater vacation days than the Springfield non-union employees. Fourth, it is only in the 25 years of service category that the Springfield Police fall into the lower end of the comparables and fall behind the

³⁷ Because of the vast disparity in the parties' interpretation of the Rockford vacation benefit, the relative rankings in the comparables again are not significantly changed if Rockford is placed into this analysis.

Springfield non-union employees.

We conclude, therefore, that overall, the Springfield Police compare quite favorably with the other comparable communities and, as a general rule, receive more vacation days than the Springfield non-union employees. That conclusion, while not determinative, militates against changing the existing benefit. Further, the Union's proposal does not seek to catch the employees up in areas where there may be short falls. The Union's proposal seeks to give the employees a distinct *advantage* over the other relevant groupings where in other years of service categories, the Police already enjoy an advantage. The Union's proposal moves the employees higher in the comparables in the 15 and 25 years of service categories, widens the gap over the non-union employees in categories where the Police already enjoy a greater benefit and, where the Police are below the non-union employees, rather than catching up, the Union's proposal gives the employees a distinct greater benefit than that enjoyed by the non-union employees.

Our decision in this regard requires the choosing of one of the parties' offers. We must therefore look to the vacation benefit and the proposals as a whole package. Given that the bargaining unit already compares quite favorably with the other comparables and as a general rule exceeds the Springfield non-union employees' vacation benefit, we can find no justification for imposing a greater vacation benefit than that which presently exists.

Further in line with the requirement that we look at the offers as a whole, we must also look to the other aspects of the Union's proposal - i.e., the request for anniversary date accrual and the conversion changes set forth above. Even assuming those changes are valid and supportable requests (which we are not completely satisfied is the case), inasmuch as we can only choose one offer as a package, those changes do not outweigh the distinct and unsupportable advantage that the Union seeks to achieve in the number of additional vacation days.³⁸

³⁸ The Union's argument concerning comparisons to the Firefighters vacation benefits (U. Reply at

Therefore, we reject the Union's proposal to change the vacation benefit and adopt the City's proposal to keep the vacation benefits as is.

(3). Personal Days

The City seeks a reduction in personal business days in Article 12.4 for employees on the 5/3 work schedule as follows:

12.4 Personal Business Days

Officers shall have personal business days to be taken according tot he following:

(A) Except as provided in Section 12.4(C) below concerning newly hired officers only, each officer shall be allowed four (4) personal business days per calendar year which may not be carried to a subsequent year and will be forfeited if not taken. Provided however officers assigned to the modified 5-3 work schedule shall be allowed three (3) personal business days per calendar year which may not be carried to a subsequent year and will be forfeited if not taken. Such personal business days may not be taken on a day considered a holiday for all officers as provided in Section 8.1 and 8.2.

The Union seeks to maintain the existing personal day benefit.

Comparables relied upon by the City (City Exh. 47) show the following:

City	No. of Days
Peoria	4-5
Springfield	4
Urbana	3
Champaign	3
Normal	3
Bloomington	2
Rockford	1
Decatur	0

The City asserts that employees on the 5/3 schedule receive an average 14.5

40-43) similarly is insufficient to weight against our conclusion. The fact remains that the Union is seeking to gain an unsupportable advantage over the other comparables and over the non-union employees at the higher end of the years of service categories when at the lower ends of the years of service category it generally compares favorably and has a greater benefit than the non-union employees.

additional days off per year.³⁹ The City also argues that its proposal is fair and equitable because the 5/3 work schedule, with its additional days off, was implemented by the City without seeking anything further from the Union in return.

We find no demonstrated need for the reduction of personal days for employees on the 5/3 schedule. First, as shown by the above table, Springfield is not demonstrably out of line in terms of the other comparable municipalities. Second, as the Union points out (U. Reply at 55-56), the recent Firefighters contract provides in Article 5.2(a) for a reduction in annual hours for those employees. The City has not sufficiently explained how it can give greater time off for the Firefighters and at the same time reduce time off for certain Police officers. Third, the City is not without control in this matter. As discussed *infra* at IIB4(k), we are rejecting the Union's proposal to make the Modified 5/3 System part of the Agreement. In the event the City validly chooses to eliminate the 5/3 schedule under the provisions set forth in the 1988 Agreement establishing that system (Jt. Exh. 7), the issue of personal days for employees on the 5/3 schedule becomes moot.

Therefore, we reject the City's proposal to change the personal days benefit and adopt the Union's proposal to keep the personal days benefit as is.

f. Holiday Pay

The City seeks a reduction in holiday pay in Article 8.3 from payments for double time to time and one-half as follows:

8.3 Working on a Holiday:

An eligible officer required to work and who in fact works on an observed holiday (as provided for in Section 8.2) shall receive, in addition to his regular

³⁹ City Exh. 16 forms the basis for that assertion:

	Avg. No. Of Wk. Days/Yr.
6-2 Sched, 8.5 hrs/day (22210 hrs per yr/8.5 hours per day)	260.00
Modif. 5/3 Sched, 9 hrs/day (2210 hrs per yr/9 hrs per day)	245.56
Additional Days Off Per Year	14.44

pay for working that date pay or compensatory time off at the rate of ~~two (2)~~ one and one-half (1 1/2) hours for each hour worked at the Department's option, exercised on an equal basis as to all similarly situated officers. An officer called in to work on a holiday which is the officer's regular day off shall receive four (4) hours at his regular straight time rate as show-up time, plus ~~two~~ one and one-half (1 1/2) times his regular rate for each hour worked, plus his regular pay for the holiday, the same to be paid in cash or be credited as compensatory time at the Department's option, exercised on an equal basis as to all similarly situated employees. The Department's option shall in any event be exercised as to all affected officers within two (2) calendar weeks after the holiday.

The Union seeks no change in this provision.

Relying upon City Exh. 51, the City argues (City Brief at 34) that examination of the comparable municipalities shows that Springfield currently ranks highest for payment of this benefit and the City's proposal will maintain Springfield in the top half of the rankings. Without other need or reasons demonstrated by the City, that fact that it has the highest benefit of the comparables in this category is insufficient by itself to justify the change sought. We have earlier refused to grant increased benefits merely because the employees were not at the highest ranking in a comparable analysis. By the same token, merely because the employees are at the top of the ladder in a category does not, in and of itself, mean that the benefit should be reduced.

Therefore, we reject the City's proposal to change the holiday pay benefit and adopt the Union's proposal to keep the holiday pay benefit as is.

g. Health Insurance For Bargaining Unit Members

The Union argues (U. Brief at 26-27) that based upon City Exhs. 1 and 2, the City unilaterally changed health insurance benefits provided to the bargaining unit and that such action is contrary to § 14(1) of the IPLRA. The Union proposes that health insurance continue in effect as it existed on February 28, 1989.

In this proceeding, we need not decide if such a change took place as argued by the Union. First, if the Union claims a violation of § 14(1) of the IPLRA, its remedy is not in this forum but lies with the ISLRB. Second, Article 30.2 of the Agreement provides:

30.2 Continuing Effect and Enforcement

This Agreement shall remain in full force and effect during the period of

negotiations and any dispute resolution procedure unless and until either party serves the other a notice of intent to terminate at least fifteen (15) days prior to the date such party intends to terminate the agreement.

The Union's proposal is more in the nature of a grievance and not properly the subject of an interest arbitration. We therefore decline to adopt the Union's proposal.

h. Retirees' Insurance

The Union seeks to obtain insurance for retirees by amending Article 25.4 as follows:

25.4 Retirees Group Health Insurance Study Committee Retiree's Insurance.

~~The parties agree to undertake a joint study of the feasibility of providing at City expense health insurance coverage to prospective retired members of the bargaining unit and those members who are placed on line of duty disability pension. Each party shall appoint not more than two (2) members to the committee. The committee shall address the topic of the feasibility of providing at City expense health insurance coverage to prospective retired members of the bargaining unit and those members who are placed on line of duty disability pension, taking into account the needs of the police officer retirees and those members who are placed on line of duty disability pension and fiscal limitations of the City. The committee members shall prepare a report of their findings and recommendations, submitting a copy to both the City and the PBPA on or before September 30, 1987. The finding and recommendations of the committee members shall be advisory and not binding on either party.~~

(A) The employer will make available the basic health insurance group plan and the HMO option to bargaining unit members who retire or become eligible for disability pension during the term of this contract and to their dependents.

(B) The City will supplement the individual and dependent health insurance or HMO premium payments of each retired or disabled bargaining unit member referenced above so that his or her premiums will not increase during the course of his or her retirement or disability. For each such retired or disabled bargaining unit member who elects to participate in the employer's group plan or HMO option, the employer will contribute an amount equal to any increase in the individual and dependent health insurance or HMO premiums over that amount paid by the employer for such insurance on the retiree or pensioner's last day of active employment. The retiree or pensioner shall be eligible for the supplemental payment with respect to dependent coverage only if he or she carried dependent coverage on his or her last day of active employment.

The Union's proposal takes the parties' agreement from a feasibility study to the direct implementation of the benefit. Under the circumstances, we do not believe such a large step to be appropriate in an interest arbitration. Apparently the study contemplated by Article 25.4 never got off the ground. There is nothing to show that the fault of the failure of this section of the Agreement was attributable to actions by the City so that we can conclude that the City purposely thwarted the study to prevent agreement on the benefit.

This topic must be left to the parties for future negotiations.

Therefore, we reject the Union's proposal to add retirees' insurance and adopt the City's proposal to keep the language in Article 25.4 as is.

i. Longevity

The Union seeks to improve the longevity schedule in Appendix B of the Agreement as follows:

<u>Longevity</u>	<u>Monthly Amount</u>
a. More than five four years but less than ten eight years	2% of the monthly base rate of pay for a patrol officer
b. More than ten eight years but less than fifteen twelve years	4% of the monthly base rate of pay for a patrol officer
c. More than fifteen twelve years but less than twenty sixteen years	6% of the monthly base rate of pay for a patrol officer
d. More than twenty sixteen years but less than 25 twenty years	8% of the monthly base rate of pay for a patrol officer
e. More than twenty-five twenty years but less than twenty four years	10% of the monthly base rate of pay for a patrol officer
f. <u>More than twenty four years</u>	<u>12% of the monthly base rate of pay for a patrol officer</u>

(1). Opportunity For Monetary Earnings

The Union first argues there is a need to balance the opportunity for monetary earnings on a per capita basis with the Firefighters. Relying upon U. Exhs 54-57, 60-63, the Union compares the 1987 and 1988 average earnings between the two employee groups and argues (U. Brief at 31) that an earnings inequity existed in 1988 which favored the Firefighters which inequity did not exist in 1987. A compilation of the exhibits relied upon by the Union shows the following:

	1987		1988	
	Employees	Avg. Earnings	Employees	Avg. Earnings
Police	160	\$30,913.43	162	\$32,575.38
Fire	166	\$30,015.55	156	\$34,866.51

Thus, the Union is correct in that in 1987 the average earnings of the Police slightly exceeded the Firefighters by \$897.88, whereas in 1988 the Firefighters exceeded the Police

by \$2291.13. However, that change in average earnings comparisons is not sufficient to require an adoption of the Union's longevity proposal. Using the figures relied upon by the Union, one glaring comparison between 1987 and 1988 shows that while the number of employees in the Police Department slightly increased (160 in 1987 to 162 in 1988 or an increase of 1.2%), the number of employees in the Fire Department *decreased* in a much greater degree (166 in 1987 to 156 in 1988, or a decrease of 6%). The evidence shows that in order to achieve minimum manning requirements with the understaffing of the Fire Department, hireback overtime at premium rates was utilized. It is therefore understandable that with greater numbers of Police and significantly fewer numbers of Firefighters, a skewing occurred in the average comparative earnings between 1987 and 1988. The skewing appears temporary in that new hires have been put on in the Fire Department (Tr. 76-77). But most important, there is nothing to show that the disparity relied upon by the Union is a cause of longevity deficiencies. Therefore, the disparity in average earnings is insufficient to justify a longevity increase.

(2). Comparative Worth

The Union's second argument (U. Brief at 32) is that improvement is warranted on the basis of comparative worth of experienced officers. In this regard, the Union asserts that experience and longevity are invaluable as assistance to the exercise of sound judgment that the job requires. As valid as the Union's point is, there is nothing to show that deficiencies in the current longevity schedule has had an adverse effect on the ability of the Department to keep officers with lengthy experience.

(3). Mandatory Retirement Considerations

The Union's third argument is that improvement in longevity is warranted because of age 60 mandatory retirement requirements (U. Brief at 33-34). Here, the Union argues that although most other City employees can work up to age 70, "Springfield's Police officers and firefighters may be specifically exempted from this entitlement under the

federal Age Discrimination in Employment Act.” *Id.* at 33. The Union is correct again that when compared to other employees, the Police may be at a disadvantage, this time in terms of the length of their work life. However, as the Union concedes, that legal disadvantage works against not only the Police but the Firefighters as well, and the Firefighters - the group that the Union seeks to make so many of its comparisons - have the same longevity schedule that the Union now seeks to change. *See* City Exh. 92 at Appendix B. Moreover, as with the Union’s previous arguments concerning political and societal judgments that place higher monetary values on certain jobs (*see* discussion at IIB4(b)(1)(b) *supra*), we believe the judgment that the Union asks us to make in this regard is beyond our authority. Those enacting the laws have determined that earlier retirements for certain groups of employees can be required. That requirement, in and of itself, does not dictate that higher longevity payments must be made to compensate for that requirement.⁴⁰

(4). Comparability

The Union’s fourth argument (U. Brief at 34) is that improvement in the longevity schedule is necessary to maintain Springfield’s position within the comparables. In doing so, the Union seeks to look to an hourly wage for comparison purposes. The Union’s argument relies, in part, upon City Exhs. 70 and 73 and concludes that “a twenty-five year Police officer employed by the City of Normal would surpass a twenty-five year Springfield Police officer ... [and] that a twenty-five year Decatur sergeant would surpass a twenty five year Springfield sergeant unless the Unit 5 proposal is adopted.” The Union’s argument is premised upon the total number of hours per year in those exhibits as follows:

⁴⁰ Citing *Peters v. City of Springfield*, (1974), 57 Ill.2d 142, 311 N.E.2d 107, the City asserts that the current mandatory retirement has been in existence since at least 1974. There is nothing to indicate that in this round of negotiations that there has been a substantial change in circumstances to warrant the conclusion that earlier retirement requirements of Police compared to other employees by itself mandates the requested change in the longevity schedule.

Non-Probationary Police Officers After 25 years of Service			Sergeants After 25 Years Of Service		
City	Hours/Year	Hrly wage	City	Hours/Year	Hrly wage
Peoria	2145.00	\$17.85	Normal	2123.16	\$18.84
Bloom.	2123.16	\$17.00	Rockford	2080.00	\$18.49
Rockford	2080.00	\$15.70	Peoria	2145.00	\$18.20
Sprfld. - U	2210.00	\$15.63	Champ.	2145.00	\$17.23
Normal	2123.16	\$15.50	Sprfld - U	2210.00	\$17.20
Sprfld. - C	2210.00	\$15.28	Decatur	2145.00	\$17.15
Champ.	2145.00	\$14.81	Sprfld - C	2210.00	\$16.81
Urbana	2210.00	\$13.73	Urbana	2210.00	\$15.44
Decatur	2145.00	\$13.44	Bloom.	not in unit	----

**(i). Assuming That An Hourly Rate
Analysis Is Appropriate, Which
Hours Should Be Included?**

Assuming that a conversion to an hourly rate is an appropriate basis for this analysis, we do not believe the Union's method to be the appropriate approach. First, while seeking to make changes at all levels of the longevity schedule, the Union only focuses upon data of employees in the highest age category (25 years). In order to get a fairer picture of how longevity impacts on the wage structure, we believe a larger examination of the age groups should be considered.

Second, and again assuming that an hourly rate analysis is appropriate, once again, when looking at the comparables, our goal is to get as close as possible to an "apples to apples" comparison in an area where so many methods of analysis exist. Here, utilizing the hourly rate approach, as the City points out (City Reply at 22-23), included in the total number of hours utilized by the Union are non-length of service dependent hours - i.e., included in the Union's analysis for determining an hourly rate which includes longevity are hours consisting of personal days and holidays. Personal days and holidays are *not* dependent upon length of service. While the City would also have us exclude vacation days from the computation (City Reply at 22), we believe that since vacation days are tied to length of service (albeit in a different formula than longevity), there is a sufficient nexus between the base wage rate with longevity and vacation benefits that are tied to length of

service so as to include those vacation days in the analysis.⁴¹ By taking this approach, we can best approximate an “hourly wage” that is length of service dependent. Utilizing the 4% wage increase we earlier found to be appropriate, excluding personal days and holidays and including vacation days in the analysis (*see* City Exhs. 34-37, 47, 53, 55, 70, City Reply Brief at Appendices A-C), the comparable data shows the following:

Non-Probationary Officers After Five Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr. ⁴²	Hourly Rate ⁴³
Bloom.	\$33,230.73	2123.16	8.17	2	0	10	12	2106.82	\$15.77
Sprfld.	\$31,314.19	2210.00	9.00	4	11	15	30	2075.00	\$15.09
Peoria	\$29,874.41	2145.00	8.25	5	9	11	25	2029.50	\$14.72
Champaign	\$29,595.85	2145.00	8.25	3	9	15	27	2046.00	\$14.47
Rockford	\$28,006.14	2080.00	8.00	1	12	—	—	1976.00	\$14.17
Normal	\$28,372.05	2123.16	8.17	3	8	10	21	2033.29	\$13.95
Decatur	\$27,996.19	2145.00	8.25	0	13	10	23	2037.75	\$13.74
Urbana	\$28,679.04	2210.00	8.50	3	9	15	27	2108.00	\$13.60

Non-Probationary Officers After 10 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$36,207.72	2145.00	8.25	5	9	15	29	2029.50	\$17.84
Bloom.	\$34,179.41	2123.16	8.17	2	0	15	17	2106.82	\$16.22
Rockford	\$30,875.52	2080.00	8.00	1	12	—	—	1976.00	\$15.63
Sprfld.	\$31,928.08	2210.00	9.00	4	11	18	33	2075.00	\$15.39
Champaign	\$30,317.70	2145.00	8.25	3	9	19	31	2046.00	\$14.82
Normal	\$29,807.40	2123.16	8.17	3	8	15	26	2033.29	\$14.66
Urbana	\$30,333.60	2210.00	8.50	3	9	23	35	2108.00	\$14.39
Decatur	\$28,273.38	2145.00	8.25	0	13	15	28	2037.75	\$13.87

⁴¹ Since the parties earlier disputed the nature of the vacation benefit in Rockford, those vacation days are not included in the charts.

⁴² Annual Scheduled hours less personal days and holidays.

⁴³ Annual Salary divided by adjusted hours per year.

Non-Probationary Officers After 25 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$38,296.63	2145.00	8.25	5	9	20	34	2029.50	\$18.87
Bloom.	\$36,103.86	2123.16	8.17	2	0	25	27	2106.82	\$17.14
Rockford	\$32,656.80	2080.00	8.00	1	12	—	—	1976.00	\$16.52
Sprfld.	\$33,770.01	2210.00	9.00	4	11	21	36	2075.00	\$16.27
Normal	\$32,902.80	2123.16	8.17	3	8	20	31	2033.29	\$16.18
Champaign	\$31,761.40	2145.00	8.25	3	9	22	34	2046.00	\$15.52
Urbana	\$30,333.60	2210.00	8.50	3	9	27	39	2108.00	\$14.39
Decatur	\$28,827.76	2145.00	8.25	0	13	20	33	2037.75	\$14.15

Sergeants After Five Years Of Service

City ⁴⁴	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Rockford	\$35,671.44	2080.00	8.00	1	12	—	—	1976.00	\$18.05
Decatur	\$35,732.79	2145.00	8.25	0	13	10	23	2037.75	\$17.54
Normal	\$34,573.35	2123.16	8.17	3	8	10	21	2033.29	\$17.00
Champaign	\$34,428.73	2145.00	8.25	3	9	15	27	2046.00	\$16.83
Sprfld.	\$34,445.55	2210.00	9.00	4	11	15	30	2075.00	\$16.60
Peoria	\$32,838.72	2145.00	8.25	5	9	11	25	2029.50	\$16.18
Urbana	\$32,255.60	2210.00	8.50	3	9	15	27	2108.00	\$15.30

Sergeants After 10 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$39,035.04	2145.00	8.25	5	9	15	29	2029.50	\$19.23
Rockford	\$36,370.88	2080.00	8.00	1	12	—	—	1976.00	\$18.41
Decatur	\$36,086.58	2145.00	8.25	0	13	15	28	2037.75	\$17.71
Normal	\$35,885.40	2123.16	8.17	3	8	15	26	2033.29	\$17.65
Champaign	\$35,268.45	2145.00	8.25	3	9	19	31	2046.00	\$17.24
Sprfld.	\$35,120.84	2210.00	9.00	4	11	18	33	2075.00	\$16.93
Urbana	\$34,116.50	2210.00	8.50	3	9	23	35	2108.00	\$16.18

⁴⁴ Because Sergeants are not in the Bloomington unit, Bloomington has been omitted from the analysis at this point.

Sergeants After 25 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Normal	\$39,992.40	2123.16	8.17	3	8	20	31	2033.29	\$19.67
Rockford	\$38,469.20	2080.00	8.00	1	12	—	—	1976.00	\$19.47
Peoria	\$39,035.04	2145.00	8.25	5	9	20	34	2029.50	\$19.23
Champaign	\$36,947.90	2145.00	8.25	3	9	22	34	2046.00	\$18.06
Decatur	\$36,794.16	2145.00	8.25	0	13	20	33	2037.75	\$18.06
Sprfld.	\$37,147.09	2210.00	9.00	4	11	21	36	2075.00	\$17.90
Urbana	\$34,116.50	2210.00	8.50	3	9	27	39	2108.00	\$16.18

Lieutenants After 5 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$38,972.65	2145.00	8.25	5	9	11	25	2029.50	\$19.20
Sprfld.	\$37,890.03	2210.00	9.00	4	11	15	30	2075.00	\$18.26

Lieutenants After 10 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$46,082.40	2145.00	8.25	5	9	15	29	2029.50	\$22.71
Sprfld.	\$38,632.96	2210.00	9.00	4	11	18	33	2075.00	\$18.62

Lieutenants After 25 Years Of Service

City	Annual Salary	Ann. Sched Hrs.	Avg. Hrs. per day	Pers. Days per yr.	Hol. per yr.	Vacat. per yr.	Total days off	Adjusted hours per yr.	Hourly Rate
Peoria	\$47,854.80	2145.00	8.25	5	9	20	34	2029.50	\$23.58
Sprfld.	\$40,861.89	2210.00	9.00	4	11	21	36	2075.00	\$19.69

(ii). Use Of All Hours In Determining The Appropriate Hourly Rate.

Even if we used the analysis suggested by the Union in its approach to this question of comparing the hourly rate which includes all benefit hours (i.e., if we do not back out personal days and holidays from the equation, which days are not length of service dependent), that analysis yields the same general conclusions. Taking the annual salary and dividing by total hours worked yields the following:

Non-Probationary Officers After 5 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Bloomington	\$33,230.73	2123.16	\$15.65
Springfield	\$31,314.19	2210.00	\$14.17
Peoria	\$29,874.41	2145.00	\$13.93
Champaign	\$29,595.85	2145.00	\$13.80
Rockford	\$28,006.14	2080.00	\$13.46
Normal	\$28,372.05	2123.16	\$13.36
Decatur	\$27,996.19	2145.00	\$13.05
Urbana	\$28,679.04	2210.00	\$12.98

Non-Probationary Officers After 10 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$36,207.72	2145.00	\$16.88
Bloomington	\$34,179.41	2123.16	\$16.10
Rockford	\$30,875.52	2080.00	\$14.84
Springfield	\$31,928.08	2210.00	\$14.45
Champaign	\$30,317.70	2145.00	\$14.13
Normal	\$29,807.40	2123.16	\$14.04
Urbana	\$30,333.60	2210.00	\$13.73
Decatur	\$28,273.38	2145.00	\$13.18

Non-Probationary Officers After 25 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$38,296.63	2145.00	\$17.85
Bloomington	\$36,103.86	2123.16	\$17.00
Rockford	\$32,656.80	2080.00	\$15.70
Normal	\$32,902.80	2123.16	\$15.50
Springfield	\$33,770.01	2210.00	\$15.28
Champaign	\$31,761.40	2145.00	\$14.81
Urbana	\$30,333.60	2210.00	\$13.73
Decatur	\$28,827.76	2145.00	\$13.44

Sergeants After 5 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Rockford	\$35,671.44	2080.00	\$17.15
Decatur	\$35,732.79	2145.00	\$16.66
Normal	\$34,573.35	2123.16	\$16.28
Champaign	\$34,428.73	2145.00	\$16.05
Springfield	\$34,445.55	2210.00	\$15.59
Peoria	\$32,838.72	2145.00	\$15.31
Urbana	\$32,255.60	2210.00	\$14.60

Sergeants After 10 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$39,035.04	2145.00	\$18.20
Rockford	\$36,370.88	2080.00	\$17.49
Normal	\$35,885.40	2123.16	\$16.90
Decatur	\$36,086.58	2145.00	\$16.82
Champaign	\$35,268.45	2145.00	\$16.44
Springfield	\$35,120.84	2210.00	\$15.89
Urbana	\$34,116.50	2210.00	\$15.44

Sergeants After 25 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Normal	\$39,992.40	2123.16	\$18.84
Rockford	\$38,469.20	2080.00	\$18.49
Peoria	\$39,035.04	2145.00	\$18.20
Champaign	\$36,947.90	2145.00	\$17.23
Decatur	\$36,794.16	2145.00	\$17.15
Springfield	\$37,147.09	2210.00	\$16.81
Urbana	\$34,116.50	2210.00	\$15.44

Lieutenants After 5 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$38,972.65	2145.00	\$18.17
Springfield	\$37,890.03	2210.00	\$17.14

Lieutenants After 10 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$46,082.40	2145.00	\$21.48
Springfield	\$38,632.96	2210.00	\$17.48

Lieutenants After 25 Years Of Service			
City	Annual Salary	Annual Sched. Hours	Hourly Rate
Peoria	\$47,854.80	2145.00	\$22.31
Springfield	\$40,861.89	2210.00	\$18.49

(iii). Conclusions On The Hourly Rate Analysis

Assuming that the issue of longevity can be reduced to an analysis of hourly rates, both of the above approaches yield the same bottom line results. If non-length of service dependent hours are removed from the longevity analysis, the above tables point to a rather

clear conclusion. In the lower ranks and in the lesser years of service for non-probationary officers, (i.e., non-probationary officers with five years of service and under), the Springfield Police compare quite favorably with the other comparable communities. Specifically, in the five years of service category, non-probationary officers rank second out of the eight comparables. As the age of service increases in the non-probationary officer rank (specifically, the 10 and 25 years of service range), the Springfield Police do not fare as well, but, nevertheless, do not compare poorly. In those categories, the non-probationary officers rank fourth out of the eight comparables. Finally, in the sergeants and lieutenants categories, the comparisons are not strong. Sergeants rank fifth of seven in the five year category and sixth of seven in the 10 and 25 year categories. Lieutenants rank first of two in the five year category, but second of two in the 10 and 25 year categories. If all hours are considered in the hourly rate analysis as the Union suggests, the rankings from the analysis which excluded non-length of service dependent hours do not really change at all.⁴⁵

Here again, like in the vacation proposal, the Union's proposal does not seek to redress only the established weak points. Examination of the Union's proposal does show that it seeks to increase longevity pay in higher ranks (sergeants and lieutenants) where short falls have been demonstrated. But, the Union's proposal goes much further. While the evidence shows that the bargaining unit fares quite well in the younger age categories in the patrol officer rank, the Union's proposal seeks to make further gains in areas where it already is comparably strong. Specifically, in those younger categories, the Union seeks to reduce the threshold eligibility for longevity from five to four years and further seeks to reduce the next step's eligibility from ten to eight years. Given the strong comparable showing that the bargaining unit has in those younger categories, there is no justification

⁴⁵ Indeed, the change in the shift of analysis from excluding non-length of service dependent hours to considering all hours which, in total, analyzed 18 groupings of employees yields a change in only non-probationary officers in the 25 years of service category wherein Springfield changes from fourth to fifth once all hours are considered.

for that aspect of the change sought by the Union.

Again, our problem is a statutory one. In terms of comparability, the Union has shown a need for an increase in the older categories and ranks above non-probationary officer. However, the Union has *not* shown a need for the desired increase in the younger non-probationary rank. By statute, we can only choose one proposal. Given the number of younger officers in the unit⁴⁶, in terms of comparability, to adopt the Union's full offer would be inequitable due to the unjustified benefit that would be bestowed upon those employees who already fare well in the comparability analysis. The comparability analysis therefore does not support the Union's proposal.

Considering all of the above, and further, given the overall relative fairness of the City's total wage package, we must reject the Union's proposed change in longevity. Therefore, we reject the Union's proposal to change the longevity schedule and adopt the City's proposal to keep the language in Appendix B as is.

j. Rank Differential

Respectively, sergeants and lieutenants now receive a 10% and 21% rank differential over the non-probationary patrol officer base salary. *See* City Exh. 45. The Union seeks to increase that rank differential to 12.5% for sergeants and 25% for lieutenants.⁴⁷ The City opposes those changes.

The parties' arguments and the determination in this area ultimately turn to the comparables. Under the 4% increase previously granted and further using the March 1, 1989 implementation date (*see* City Exh. 45 and the comparables in City Exhs. 37, 39, 40, 41, 42), our analysis of the data shows the following:

⁴⁶ The average bargaining unit length of service is 10.26 years (City Exh. 30).

⁴⁷ The Union's proposal contemplates adjustments for rank differential after the wage increase is implemented.

Non-Probationary Officers							
3 Years Of Service		5 Years Of Service		10 Years Of Service		25 Years of Service	
Bloom.	\$31,929.69	Bloom.	\$33,230.73	Peoria	\$36,207.72	Peoria	\$38,296.63
Sprfld.	\$30,700.05	Sprfld.	\$31,314.19	Bloom.	\$34,179.41	Bloom.	\$36,103.86
Champ.	\$28,874.00	Peoria	\$29,874.41	Sprfld.	\$31,928.08	Sprfld.	\$33,770.01
Urbana	\$27,576.00	Champ.	\$29,595.85	Rockford	\$30,875.52	Normal	\$32,902.80
Normal	\$27,006.00	Urbana	\$28,679.04	Urbana	\$30,333.60	Rockford	\$32,656.80
Peoria	\$26,534.16	Normal	\$28,372.05	Champ.	\$30,317.70	Champ.	\$31,761.40
Rockford	\$26,500.00	Rockford	\$28,006.14	Normal	\$29,807.40	Urbana	\$30,333.60
Decatur	\$25,142.00	Decatur	\$27,996.19	Decatur	\$28,273.38	Decatur	\$28,827.76

Sergeants With Present 10% Rank Differential							
Begin		5 Years Of Service		10 Years Of Service		25 Years of Service	
Rockford.	\$34,972.00	Decatur	\$35,732.79	Peoria	\$39,035.04	Normal	\$39,992.40
Normal	\$34,477.80	Rockford.	\$35,671.44	Rockford.	\$36,370.88	Peoria	\$39,035.04
Sprfld.	\$33,770.01	Normal	\$34,573.35	Decatur	\$36,086.58	Rockford.	\$38,469.20
Champ.	\$33,589.00	Sprfld.	\$34,445.55	Normal	\$35,885.40	Sprfld.	\$37,147.09
Urbana	\$31,015.00	Champ.	\$34,428.73	Champ.	\$35,268.45	Champ.	\$36,947.90
Decatur	\$29,107.00	Peoria	\$32,838.72	Sprfld.	\$35,120.84	Decatur	\$36,794.16
Peoria	\$25,653.60	Urbana	\$32,255.60	Urbana	\$34,116.50	Urbana	\$34,116.50

Lieutenants With Present 21% Rank Differential							
Begin		5 Years Of Service		10 Years Of Service		25 Years of Service	
Sprfld.	\$37,147.09	Peoria	\$38,972.65	Peoria	\$46,082.40	Peoria	\$47,854.80
Peoria	\$29,848.32	Sprfld.	\$37,890.03	Sprfld.	\$38,632.96	Sprfld.	\$40,861.89

Under the rank differential change sought by the Union, the bargaining unit would fare as follows:

Non-Probationary Officers							
3 Years Of Service		5 Years Of Service		10 Years Of Service		25 Years of Service	
Bloom.	\$31,929.69	Bloom.	\$33,230.73	Peoria	\$36,207.72	Peoria	\$38,296.63
Sprfld.	\$30,700.05	Sprfld.	\$31,314.19	Bloom.	\$34,179.41	Bloom.	\$36,103.86
Champ.	\$28,874.00	Peoria	\$29,874.41	Sprfld.	\$31,928.08	Sprfld.	\$33,770.01
Urbana	\$27,576.00	Champ.	\$29,595.85	Rockford	\$30,875.52	Normal	\$32,902.80
Normal	\$27,006.00	Urbana	\$28,679.04	Urbana	\$30,333.60	Rockford	\$32,656.80
Peoria	\$26,534.16	Normal	\$28,372.05	Champ.	\$30,317.70	Champ.	\$31,761.40
Rockford	\$26,500.00	Rockford	\$28,006.14	Normal	\$29,807.40	Urbana	\$30,333.60
Decatur	\$25,142.00	Decatur	\$27,996.19	Decatur	\$28,273.38	Decatur	\$28,827.76

Sergeants With Proposed 12.5% Rank Differential							
Begin		5 Years Of Service		10 Years Of Service		25 Years of Service	
Rockford.	\$34,972.00	Decatur	\$35,732.79	Peoria	\$39,035.04	Normal	\$39,992.40
Sprfld.	\$34,537.56	Rockford	\$35,671.44	Rockford	\$36,370.88	Peoria	\$39,035.04
Normal	\$34,477.80	Sprfld.	\$35,228.46	Decatur	\$36,086.58	Rockford	\$38,469.20
Champaign	\$33,589.00	Normal	\$34,573.35	Sprfld.	\$35,919.09	Sprfld.	\$37,991.26
Urbana	\$31,015.00	Champaign	\$34,428.73	Normal	\$35,885.40	Champaign	\$36,947.90
Decatur	\$29,107.00	Peoria	\$32,838.72	Champaign	\$35,268.45	Decatur	\$36,794.16
Peoria	\$25,653.60	Urbana	\$32,255.60	Urbana	\$34,116.50	Urbana	\$34,116.50

Lieutenants With Proposed 25% Rank Differential							
Begin		5 Years Of Service		10 Years Of Service		25 Years of Service	
Sprfld.	\$38,375.06	Sprfld.	\$39,142.74	Peoria	\$46,082.40	Peoria	\$47,854.80
Peoria	\$29,848.32	Peoria	\$38,972.65	Sprfld.	\$39,910.01	Sprfld.	\$42,212.51

The above tables show that with respect to sergeants, the Union's proposed increase in the rank differential moves sergeants from third to second at the base rate; fourth to third in the five years of service category; sixth to fourth in the 10 years of service category and retains the fourth position in the 25 years of service category. With respect to lieutenants, the Union's proposal makes no change in the positioning of the Springfield lieutenants compared to Peoria's lieutenants except in the five years of service category.

Throughout our analysis of the various economic proposals, we have noted that the sergeants and lieutenants generally have not fared as well as the non-probationary officers, especially where comparability was concerned. For example, first, in the wage comparisons, while the non-probationary officers ranked in the second position through five years of service and in the third position in the 10 and 25 years of service categories, sergeants ranked fourth of seven in the five years and 25 years of service categories and 6th of seven in the 10 years of service category. Lieutenants ranked second to Peoria in the five years of service category and beyond and the wage disparity between the lieutenants in Springfield and Peoria in the 10 and 25 years of service category was quite significant. See the above charts and IIB4(b)(1)(a), *supra*.⁴⁸ Thus, in terms of wages, non-probationary

⁴⁸ In this regard we must be mindful of the relative insignificance of the base comparison since employees in the rank of sergeant and lieutenant generally have several years of experience.

officers generally ranked higher in the comparables than the sergeants and lieutenants. Second, when the parties sought to make hourly rate comparisons concerning the longevity proposal, the data showed, and we noted, that the sergeants and lieutenants did not fare as well as the younger non-probationary officers. The data set forth at IIB4(i)(4), *supra*, showed sergeants respectively ranking fifth, sixth and sixth out of seven in the five, 10 and 25 year categories and lieutenants ranking second out of two in all categories while the non-probationary officers did better by ranking second, fourth and fifth in those same categories.

The overall conclusion that we reach is that sergeants and lieutenants do not fare as well as the non-probationary officers in terms of wages. While the longevity proposal made by the Union did not appropriately address shortcomings experienced by the sergeants and lieutenants on an equitable basis because the younger non-probationary officers also received a benefit when they already fared quite well, we believe that the rank differential proposal made by the Union addresses the shortcomings in the sergeants and lieutenants ranks in a fair and equitable basis.⁴⁹

We therefore conclude that a need has been demonstrated to make a rank differential adjustment. Thus, by adopting the Union's rank differential proposal, the sergeants and lieutenants who lagged at the lower end of the comparables are now more in line (but still slightly below) the remainder of the bargaining unit as far as the comparables are concerned.⁵⁰ We therefore adopt the Union's proposal to increase the rank differential from 10% to 12.5% for sergeants and from 21% to 25% for lieutenants.

k. Work Schedule

The issues under this topic arise as a result of a 5/3 work schedule which came

⁴⁹ The same conclusion is warranted concerning the vacation proposal which did not equitably adjust areas of weakness.

⁵⁰ In light of our conclusion, we find it unnecessary to address the Union's contention that a comparison must be made between sergeants and lieutenants and higher ranking members of the Fire Department. We find the comparability arguments made by the parties as we have addressed above to be sufficient to resolve the issue.

about as an amendment to the prior Agreement signed by the Union on May 9, 1988 and by the City on July 6, 1988. *See* Jt. Exh. 7. The amendment established a "Modified 5/3 System" for assigned officers.

(1). Inclusion of the Modified 5/3 Agreement in the Contract And Elimination Of The City's Council's Unilateral Option To Terminate The 5/3 Schedule.

The Union seeks to include the Modified 5/3 Agreement in the Contract and further seeks to eliminate the City Council's unilateral option to terminate the 5/3 schedule. The City opposes those changes.

The amendment to the former Agreement states, in part:

(1) §7.9 New Work Schedule: ... It is agreed that the Modified 5/3 System is to be a pilot program and may be discontinued by the City if the City Council makes the good faith determination that it is in the best interests of the City to discontinue the same."

* * *

(2) Changes in Current Agreement: The parties agree to make the following additional changes and modifications to their current collective bargaining agreement as they relate to the officers working the Modified 5/3 System only, such changes and modifications to be in effect during the duration of the pilot program.

* * *

(3) Restoration of Existing Language: In the event that the pilot program of the Modified 5/3 System is discontinued, the parties agree that the foregoing changes shall revert back to and to the original provisions of the collective bargaining agreement shall be restored as they existed prior to the date of the Amendatory Agreement.

At the present time, the Modified 5/3 System is obviously successful and accepted by the parties. However, the evidence establishes that the program was agreed to as an experimental pilot program. Under the circumstances and particularly given the fact that the parties specifically agreed to the experimental nature of the program and further mutually agreed to the right of the City to discontinue the program when it "makes the good faith determination that it is in the best interests of the City to discontinue the same", we are unable to require the inclusion of the program in the Agreement. For the same reasons we

are further unwilling to revoke the City's option to terminate the 5/3 System.

Therefore, we reject the Union's proposal to include the Modified 5/3 System in the Agreement and to further eliminate the City Council's unilateral option to terminate the schedule and we adopt the City's proposal to keep the Modified 5/3 language as is.

(2). Elimination of Extra Pay Back Days

Another aspect of the of the parties' 1988 amendment concerning the Modified 5/3 System was to provide for a system of "pay back" days. The Union seeks to eliminate the extra pay back days resulting from implementation of the system. The City opposes that change as well.

With respect to pay back days, the Amendment to the former Agreement states:

(1) §7.9 New Work Schedule:

* * *

(b) It is understood that officers working the foregoing schedule will have to "pay back" certain work days in order to work the 2210 hours of work per year called for in the current collective bargaining agreement. The "pay back" system is more particularly described in Appendix A, attached hereto and made a part hereof.

The extra pay back days are too inexorably intertwined with the pilot program for us, at this time, to disturb the system. Again, because of the agreed upon experimental nature of the program, we are unwilling to grant the change sought by the Union.

Therefore, we reject the Union's proposal to eliminate the extra pay back days.

(3). Sick Time And Vacation Time Conversions

Items 17 and 18 of the Union's last offer (Jt. Exh. 3) read as follows:

- 17) Sick time conversion will be computed on an hour-for-hour basis. That is, officers working nine (9) hour days will earn nine (9) hours of sick time per month.
- 18) Vacation time conversion will be computed on an hour-for-hour basis. That is, officers working nine (9) hour days will earn nine (9) hour vacation days shown in the Appendix D schedule.

Union President Hypke testified as follows concerning the raising of these proposals during negotiations (Tr. II at 35-36):

- Q. Well, isn't it true that there was never a proposal on item number seventeen?
- A. That did not come to light, the specific problem with that did not come, let me back up. You are correct there was not a proposal made on that.
- Q. It was never discussed?
- A. That's correct.
- Q. There was never a proposal, and isn't that also true with item number eighteen?
- A. On that particular item that really didn't come to light until just recently.
- Q. So, it is true that that was never part of the proposals or issues during the bargaining process, you never made us [the City] a proposal on that?
- A. It was not part of the proposal, yes.

In *Village of Lombard*, S-MA-87-73 (1988), Arbitrator Berman stated at 26:

Interest arbitration is the final step of collective bargaining, a statutory substitute for a work stoppage. I do not believe that it was designed to permit a negotiating party to make a new demand or to resurrect a demand it has withdrawn.

See also, *City of Springfield*, S-MA-18 (Berman, 1987), *supra*:

Arbitral consideration of an issue not considered during negotiations would discourage meaningful bargaining and distort the arbitration process. Not only would it permit a negotiator to avoid the risk of concession or compromise inherent in bargaining, it would encourage him 'to get a little extra' in arbitration. It holds out hope that through arbitration a party might secure a concession it was unwilling to propose during negotiations.

Arbitrator Berman's reasoning is persuasive. Clearly, Union issues 17 and 18 concerning conversions for sick time and vacation were not appropriately raised by the Union during the bargaining process. By failing to raise these issues at the bargaining table, the Union cannot raise them for the first time in this proceeding. We are unable to consider those issues and therefore reject the Union's proposed changes.

III. AWARD

Based upon the above, this Board makes the following award in this matter:

1. Arbitration Or Civil Service For Review Of Discipline

We adopt the Union's proposal to include arbitration as an option for all forms of discipline. We remand the negotiation of the details of such a procedure to the parties for a period of two weeks (or for any greater period mutually agreed upon). Absent agreement on specific terms for expansion of arbitration to cover all disciplinary matters, this Board shall formulate that procedure.

Edwin H. Benn
Edwin H. Benn
Chairman
Dated: April 30, 1990

John P. Schmit
John P. Schmit
City Arbitrator
Dated: _____

Hobart Rogers
Hobart Rogers
Union Arbitrator
Dated: May 3 1990

2. Position Posting

With the exception of the agreed upon additions of Towing Officer and Hit and Run Officer positions in the list of positions requiring posting in Article 16.1, we reject the Union's proposal to change Article 16.

Edwin H. Benn
Edwin H. Benn
Chairman
Dated: April 30, 1990

John P. Schmit
John P. Schmit
City Arbitrator
Dated: May 7, 1990

Hobart Rogers
Hobart Rogers
Union Arbitrator
Dated: May 3 1990

3. Contract Duration

We adopt the City's proposal for a three year Agreement commencing March 1, 1989 and expiring February 29, 1992.

Edwin H. Benn
Edwin H. Benn
Chairman
Dated: April 30, 1990

John P. Schmit
John P. Schmit
City Arbitrator
Dated: May 7, 1990

Hobart Rogers
Hobart Rogers
Union Arbitrator
Dated: May 3 1990

4. Wages

We adopt the City's proposal for a 4.0% increase effective on March 1, 1989,

March 1, 1990 and March 1, 1991.

<u>Edwin H. Benn</u> Edwin H. Benn Chairman Dated: April 30, 1990	<u>John P. Schmit</u> John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	<u>Hobart Rogers</u> Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>	*
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5. Sick Leave Payout Upon Retirement Or Death

We reject the City's proposal to change Article 13.3(D).

<u>Edwin H. Benn</u> Edwin H. Benn Chairman Dated: April 30, 1990	<u>John P. Schmit</u> John P. Schmit City Arbitrator Dated: _____	<u>Hobart Rogers</u> Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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6. Detectives' Clothing Allowance

We adopt the Union's proposal to to add \$25.00 each six months effective March 1, 1989 and March 1, 1990 to reach a total of \$500.00 per year.

<u>Edwin H. Benn</u> Edwin H. Benn Chairman Dated: April 30, 1990	<u>John P. Schmit</u> John P. Schmit City Arbitrator Dated: _____	<u>Hobart Rogers</u> Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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7. Holidays

We adopt the Union's proposal to add the Day After Thanksgiving to the list of holidays in Article 8.1.

<u>Edwin H. Benn</u> Edwin H. Benn Chairman Dated: April 30, 1990	<u>John P. Schmit</u> John P. Schmit City Arbitrator Dated: _____	<u>Hobart Rogers</u> Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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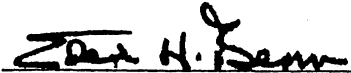

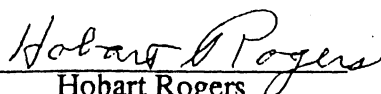
8. Vacations

We reject the Union's proposal to change the vacation benefit.

<u>Edwin H. Benn</u> Edwin H. Benn Chairman Dated: April 30, 1990	<u>John P. Schmit</u> John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	<u>Hobart Rogers</u> Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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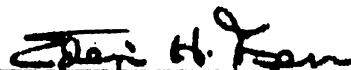

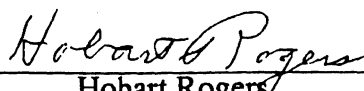
9. Personal Days

We reject the City's proposal to change the personal days benefit.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: _____	 Hobart Rogers Union Arbitrator Dated: <u>May 3 1990</u>
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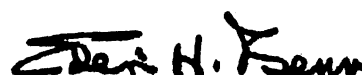
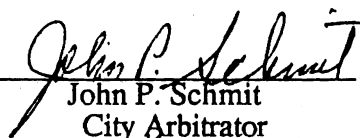

10. Holiday Pay

We reject the City's proposal to change the holiday pay benefit.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: _____	 Hobart Rogers Union Arbitrator Dated: <u>May 3 1990</u>
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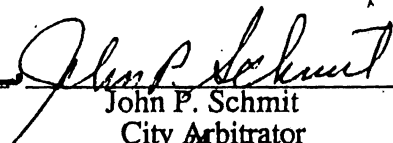
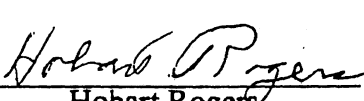
11. Health Insurance For Bargaining Unit Members

We reject the Union's proposal in this forum which alleges that the City unilaterally changed the health insurance benefit and the position that therefore the health insurance must continue in effect as it existed on February 28, 1989.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3 1990</u>
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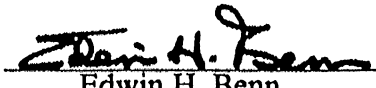
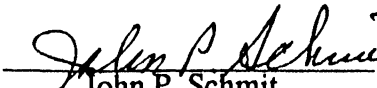
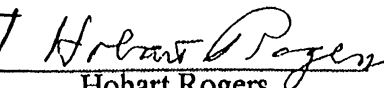
12. Retirees' Insurance

We reject the Union's proposal to change Article 25.4 for retirees' insurance.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3 1990</u>
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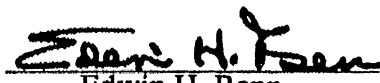
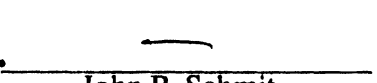

13. Longevity

We reject the Union's proposal to change the longevity schedule in Appendix B.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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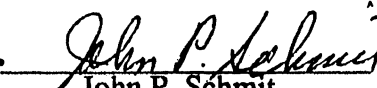

14. Rank Differential

We adopt the Union's proposal to increase the rank differential for sergeants from 10% over non-probationary patrol officer base salary to 12.5% and to similarly change lieutenants from 21% over non-probationary patrol officer to 25%.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: _____	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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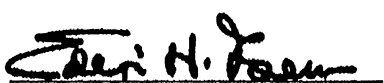
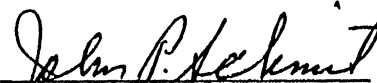
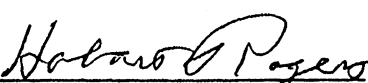
15. Inclusion Of The Modified 5/3 Agreement In The Contract

We reject the Union's proposal to include the Modified 5/3 System in the Agreement.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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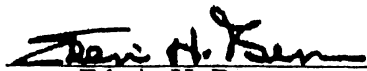
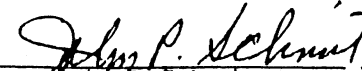

16. Elimination Of The City's Council's Unilateral Option To Terminate The 5/3 Schedule

We reject the Union's proposal to eliminate the City Council's unilateral option to terminate the 5/3 Schedule.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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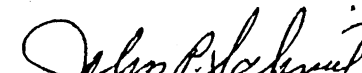

17. Elimination Of Extra Pay Back Days

We reject the Union's proposal to eliminate the extra pay back days.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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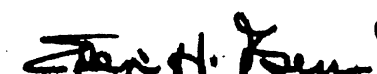


18. Sick Time Conversion

We reject the Union's proposal to change the computation of sick time conversion.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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19. Vacation Time Conversion

We reject the Union's proposal to change the computation of vacation time conversion.

 Edwin H. Benn Chairman Dated: April 30, 1990	 John P. Schmit City Arbitrator Dated: <u>May 7, 1990</u>	 Hobart Rogers Union Arbitrator Dated: <u>May 3, 1990</u>
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